



Amendment No. 1
to
Contract No. NA190000176
for
Aviation Property Insurance
between
Falcon Insurance Agency Inc.
and the
City of Austin

- 1.0 The City hereby exercises this unilateral extension option for the subject contract. This extension option will be effective October 3, 2020 through October 2, 2021. Three options remain.
- 2.0 The total contract amount is increased by \$113,653.35 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 10/03/2019 – 10/02/2020	\$98,829.00	\$98,829.00
Amendment No. 1: Option 1 - Extension 10/03/2020 – 10/02/2021	\$113,653.35	\$212,482.35

- 3.0 By signing this Amendment, the City of Austin confirms that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 4.0 All other terms and conditions remain the same.

BY THE SIGNATURE affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Printed Name: **Cyrenthia
Ellis**

Digitally signed by Cyrenthia Ellis
DN: cn=Cyrenthia Ellis, o=City of Austin,
ou=Purchasing Office,
email=Cyrenthia.Ellis@austintexas.gov,
c=US
Date: 2020.09.04 13:26:25 -05'00'

Authorized Representative

Sign/Date: _____

Cyrenthia Ellis
Procurement Manager
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Falcon Insurance Agency Inc. ("Contractor")
for
Aviation Property Insurance
MA 5800 NA190000176**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Falcon Insurance Agency Inc. having offices at Po Box 92409 Austin, TX 78709-2409 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFP 5800 RJZ3001.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, RFP, 5800 RJZ3001 including all documents incorporated by reference
- 1.1.3 Falcon Insurance Agency Inc. Offer, dated May 23, 2019, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of twelve (12) months. The Contract may be extended beyond the initial term for up to four (4) additional twelve (12) month periods at the City's sole option.

- 1.3.1 Upon expiration of the contract, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract (not to exceed 120 calendar days unless mutually agreed on in writing).

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$98,829.00 for the initial Contract term and \$113,653.35 for extension option one, \$125,018.69 for extension option two, \$128,769.25 for extension option three and \$132,632.32 for extension option four

and for a total Contract amount not-to-exceed \$598,902.00. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

- 1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

FALCON INSURANCE AGENCY INC.

CITY OF AUSTIN

Donn Gauger

Printed Name of Authorized Person



Signature

VP / Agent

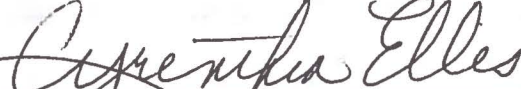
Title:

7/3/19

Date:

Cyrenthia Ellis

Printed Name of Authorized Person



Signature

Procurement Manager

Title:

10/18/2019

Date:

List of Exhibits:

Exhibit A	City of Austin Request for Proposal, No. RFP 5800 RJZ3001, issued 4/8/19 and all amendments thereto ("RFP")
Exhibit B	Falcon Insurance Agency Inc. Proposal dated 5/23/19 ("Contractor's Proposal")
Exhibit C	Certificate of Interested Parties, 1295
Exhibit D	Section 0805, Non-Suspension_or_Debarment_Certification



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP)
OFFER SHEET

SOLICITATION NO: RFP 5800 RJZ3001**COMMODITY/SERVICE DESCRIPTION:** Aviation Property Insurance**DATE ISSUED:** April 8, 2019**REQUISITION NO.:** RQM 5800 19011100209**PRE-PROPOSAL CONFERENCE TIME AND DATE:** April 18, 2019
at 10:00 am CT**COMMODITY CODE:** 95313**CALL-IN:** (512) 974-9300, Access Code 968108**LOCATION:** MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:****PROPOSAL DUE PRIOR TO:** May 23, 2019 at 2:00 pm CT**PROPOSAL OPENING TIME AND DATE:** May 23, 2019 at 3:00 pm
CTPrimary
Ricardo Zavala, MPA
Procurement Specialist III**LOCATION:** MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701**Phone:** (512) 974-2988
E-Mail: Ricardo.zavala2@austintexas.gov**LIVE SOLICITATION OPENING ONLINE:** For RFP's, only the
names of respondents will be read aloudSecondary
Lynnette Hicks, MBA
Procurement Specialist IV**For information on how to attend the Solicitation Closing online, please
select this link:**<http://www.austintexas.gov/department/bid-opening-webinars>**Phone:** (512) 974-3349
E-Mail: Lynnette.kicks@austintexas.gov

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # RFP 5800 RJZ3001	Purchasing Office-Response Enclosed for Solicitation # RFP 5800 RJZ3001
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (USB FLASH DRIVE) OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200 V2	STANDARD SOLICITATION INSTRUCTIONS, UPDATED JUNE 26, 2018	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	6
0500	SCOPE OF WORK	9
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	3
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0610	QUOTE SHEET, complete and return	2
0630	EXCEPTIONS, complete and return if applicable	1
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810 V2	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION, UPDATED JUNE 26, 2018	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0840	SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE – Complete and return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable	3
Attachment A	CURRENT COVERAGE AND PROVISIONS	4
Attachment B	PREMIUM AND LOSS HISTORY	1
Attachement C	APD AIR ENFORCEMENT UNIT PILOT HOURS AND CERTS	1
Attachment D	REQUEST FOR MARKET ASSIGNMENT-complete and return	1

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff

can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: _____

Company Address: _____

City, State, Zip: _____

Vendor Registration No. _____

Printed Name of Officer or Authorized
Representative: _____

Title: _____

Signature of Officer or Authorized
Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

*** Proposal response must be submitted with this signed Offer sheet to be considered for award**

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
RFP 5800 RJZ3001 – Version 1.1 Revised 04/29/19**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by May 5, 2019 at 2:00 pm CT via email to Ricardo.zavala2@austintexas.gov

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

OR

PURInsuranceCompliance@austintexas.gov

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.

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RFP 5800 RJZ3001 – Version 1.1 Revised 04/29/19**

- (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. **TERM OF CONTRACT:**

- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of twelve (12) months. The Contract may be extended beyond the initial term for up to four (4) additional twelve (12) month periods at the City's sole option.
- B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.

4. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Human Resources
Attn:	Leslie Milvo

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
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Address	505 Barton Springs Road, Suite 600
City, State Zip Code	Austin, Texas 78704

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

5. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On June 14, 2018, the Austin City Council adopted Ordinance No. 20180614-056 replacing Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly had communication restricted in the ordinance section 2-7-104 during the No-Lobbying Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: https://assets.austintexas.gov/purchase/downloads/New_ALO_Ordinance_No_20180614-056.pdf and is also included in the Solicitation, [Section 0200 V2, Solicitation Instructions June 26, 2018](#).

6. NON-SOLICITATION:

- A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.
- B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) 100 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.
- C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.
- D. In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) 100 percent of the employee's annual compensation while employed by the Contractor.
- E. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).

7. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Access to the Austin Police Department building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the Austin Police Department building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause.

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The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.

- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
 - C. Contractor personnel will be required to check in at the security desk when entering or leaving the Austin Police Department building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
 - D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
 - E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.
8. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Leslie Milvo, Risk Manager

Human Resources Department

(512) 974-3245

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

**CITY OF AUSTIN
PURCHASING OFFICE
REQUEST FOR PROPOSAL
SOLICITATION NUMBER: RFP 5800 RJZ3001
AVIATION INSURANCE**

1.0 PURPOSE

The City of Austin, hereinafter referred to as the City, seeks proposals in response to this Request for Proposal (RFP) from insurance agents/brokers and insurers qualified and experienced in providing liability and physical damage insurance coverage for the City's helicopters and airplanes. The City currently has coverage with Falcon Insurance through Old Republic Insurance.

The City contemplates a one year contract with four (4) one year extension options.

2.0 OBJECTIVE

The City is interested in reviewing insurance quotations in order to obtain the most advantageous insurance coverage and provisions available in the marketplace. The helicopter and airplane coverage offered in this proposal shall be effective November 1, 2019 or at a date designated by the City Contract Manager.

3.0 MARKET ASSIGNMENTS

3.1 A market assignment process will be used in order to obtain insurance quotations from qualified insurance carriers. All proposers must complete Attachment D –'Request For Market Assignment' and return to the City by April 23, 2019 at 2:00 p.m. Central Standard Time. Please refer to *Attachment D*, located in Section 0600 of this proposal.

3.2 Agents shall not approach the insurance marketplace or "block" markets prior to receiving their market assignment letter. Carriers should consider any submission received prior to the release of the market assignment letters as null and void.

4.0 BILLING

Premium payments for this coverage are to be billed annually by invoice. No additional costs, such as interest, shall be applicable to this payment procedure. Invoices shall be submitted to the City, Human Resources Department, Risk Management Division, 505 Barton Springs Road, Suite 600, Austin, TX. 78704 thirty (30) days before payment is due. Arrangements can also be made to receive the invoice electronically after coverage is awarded to the selected broker.

5.0 SCOPE OF SERVICES

5.1 COVERAGE & LIMITS

The City desires the most comprehensive liability and physical damage insurance coverage available from brokers/agents and carriers experienced in writing aircraft liability and physical damage coverage. The City is interested in the broadest provisions allowing designated pilots to fly our crafts. The attachment list below is designed to provide an overview of our existing coverage and premium and loss history.

Attachment A: Current Coverage and Provisions

Attachment B: Premium and Loss History

Attachment C: APD Air Enforcement Unit Pilot Hours and Certs

**CITY OF AUSTIN
PURCHASING OFFICE
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AVIATION INSURANCE**

5.2 CLAIMS SERVICES

The City expects timely claims handling services and immediate response when catastrophic losses occur. Adjusters should be experienced in adjusting aircraft losses and be physically present at the loss site within 24 hours of any catastrophic event.

5.3 ANNUAL LOSS RUNS

The City expects annual premium and loss runs to be provided by the carrier. Loss runs should, at a minimum, specify the date of losses; full description of loss and the current paid and incurred status of each claim.

6 UNDERWRITING INFORMATION

The Named Insured shall be:

City of Austin
Attn: Police Department
P.O. Box 1088
Austin, TX. 78767-3411

The City currently owns 4 crafts:

1. 2013 Eurocopter – AS350 helicopter, N6227
2. 2001 Eurocopter - EC120 helicopter, N1240W
3. 1973 Cessna -182P Airplane, N21475
4. 1994 Bell – 206B helicopter, N67662

The current main flight instructor, Pedro Vargas-Lebron, is active in the military and has provided over 6000 hours of flight training for them. He became a part-time employee with the City within the last 2 months.

There are 4 primary City pilots (see Attachment C)

6.1 2013 EUROCOPTER AS 350 B3e HELICOPTER

2013 Eurocopter, FAA "N" No. 6227 was purchased on April 9, 2013 at a price of \$2.6 Million. It is a 2 Crew + 4 Passenger helicopter with a current agreed amount value of \$3.75 Million. Category: Rotorcraft. Class: helicopter.

6.1.1 Use: the helicopter is used by the Austin Police Department (APD) for law enforcement missions, including but not limited to patrol, surveillance, photography, firefighting/sling loads, and the rare transport of prisoners short distances to the City jail facility.

6.1.2 Housed: the helicopter is based at the Austin Executive Airport at 6012 Aviation Drive, Pflugerville, Texas 78660. FIN 36-4620438. The City rents part of a large hangar at this airport. The airport is fenced with limited access security via passcard.

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6.1.3 Maintenance: Maintenance is performed by APD mechanics who have attended both Eurocopter Airframe and Turbomeca Engine classes for the AS350B3e. All major engine overhauls are conducted by Saffran/Turbomecca factory.

6.1.4. Modifications: List all modifications and whether manufacturer approved. The helicopter was delivered from the factory with a Spectrolab Nightsun and FLIR Thermal Imager.

6.1.5 Airframe Hours and Value

Land (L) Sea (S) Amphib (A) Rotorwing (R)	Purchased	Price Paid By Applicant (incl. extras)	Present Value (incl. extras)	Engine Make/ HP
R	New, 4-9-13	\$4 M	\$3 M	Turbomeca 970hp
TOTAL AIRFRAME HOURS:			2,864.7	
TOTAL ENGINE HOURS: <i>* Since mfg or last major overhaul</i>			2,864.7	
TOTAL HOURS OPERATED DURING LAST 12 MONTHS:			451.3	

6.1.6 Recurring Training Plan for Pilots:

Initial factory and annual recurrent training is conducted at the Airbus Helicopters facility in Grand Prairie, Texas. The unit plans to continue annual recurrent training. The unit's helicopter flight instructor performs check rides and bi-annual flight reviews.

1. The City, nor any officer or partner thereof, nor any pilot has ever been convicted or indicted in a legal action involving drugs.
2. No Insurance Company or Underwriter has at any time declined an aircraft application submitted by the City or cancelled or refused to renew any aviation insurance for the City or any of our pilots.
3. The Airworthiness Category is Standard.
4. The Aircraft operational and Airworthiness Certificate is in full force and effect.
5. There is no un-repaired damage to the aircraft.
6. There is absolutely no navigation outside the USA & Canada.
7. The helicopter is registered under the name of the City Police Department.
8. The City is the sole owner of the aircraft, and there are no mortgages or conditional sales contracts in effect.

6.1.7 Other Underwriting Information:

1. Will any charge (other than operating expenses) be made for the use of the aircraft?	No
2. Will the aircraft be used for anything other than transporting people?	Yes
3. Will the aircraft be used anyplace other than at paved runway airports?	Yes
4. Will the aircraft be used outside the continental United States?	No
5. Do you own or exclusively lease any other aircraft?	Yes
6. Has the City used a non-owned aircraft in the last 24 months?	No
7. Does the City plan to use a non-owned aircraft in the next 12 months	No
8. Will the aircraft be used for student or pilot instruction?	Yes

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All "yes" answers to questions 1 – 8 above are explained below:

The helicopter is used for law enforcement missions. Unapproved airports or unpaved runways are used. Helicopter occasionally lands in fields, parking lots, and city streets. The helicopter is used for current training by named pilots. Emergency aircraft handling is taught to Tactical Flight Officers by the Chief Pilot based upon an approved syllabus.

6.2 2001 EUROCOPTER-EC120 HELICOPTER N1240W

2001 Eurocopter, FAA "N" No. N1240W was purchased on December 21, 2001 at a price of \$1,657,584. It is a 1 Crew + 4 Passenger helicopter with a current agreed amount value of \$1,600,000. Category: Rotorcraft. Class: helicopter.

6.2.1 Use: the helicopter is used by the Austin Police Department (APD) for law enforcement missions, including but not limited to patrol, surveillance, photography, firefighting/sling loads, and the rare transport of prisoners short distances to the City jail facility.

6.2.2 Housed: the helicopter is based at the Austin Executive Airport at 6012 Aviation Drive, Pflugerville, Texas 78660. The City rents part of a large hangar at this airport. The airport is fenced with limited access security via passcard.

6.2.3 Maintenance: *Maintenance is performed by* APD mechanics who have attended both Eurocopter Airframe and Turbomeca Engine class for the EC120.

6.2.4 Modifications: *List all modifications and whether manufacturer approved.* The helicopter was delivered from the factory with a Spectrolab Nightsun and FLIR Thermal Imager. The Eurocopter Nightsun mount was later changed to a Meeker Mount that is Eurocopter and FAA approved.

6.2.5 Airframe Hours and Value:

Land (L) Sea (S) Amphib (A) Rotorwing (R)	Purchased	Price Paid By Applicant (incl. extras)	Present Value (incl. extras)	Engine Make/ HP
R	New, 12/21/01	\$2.3 M	\$1 M	Turbomeca 449 HP
TOTAL AIRFRAME HOURS:			9,929.7	
TOTAL ENGINE HOURS: <i>*Since mfg or last major overhaul</i>			511.3 Since OH	
TOTAL HOURS OPERATED DURING LAST 12 MONTHS:			181.2	

6.2.6 Recurring Training Plan for Pilots:

Initial factory and annual recurrent training is conducted at the Airbus Helicopters facility in Grand Prairie, Texas. The unit plans to continue annual recurrent training. The unit's helicopter flight instructor performs check rides and bi-annual flight reviews.

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1. The City, nor any officer or partner thereof, nor any pilot has ever been convicted or indicted in a legal action involving drugs.
2. No Insurance Company or Underwriter has at any time declined an aircraft application submitted by the City or cancelled or refused to renew any aviation insurance for the City or any of our pilots.
3. The Airworthiness Category is Standard.
4. The Aircraft operational and Airworthiness Certificate is in full force and effect.
5. There is no un-repaired damage to the aircraft.
6. There is absolutely no navigation outside the USA & Canada.
7. The helicopter is registered under the name of the City Police Department.
8. The City is the sole owner of the aircraft, and there are no mortgages or conditional sales contracts in effect.

6.2.7 Other Underwriting Information:

1. Will any charge (other than operating expenses) be made for the use of the aircraft?	No
2. Will the aircraft be used for anything other than transporting people?	Yes
3. Will the aircraft be used anyplace other than at paved runway airports?	Yes
4. Will the aircraft be used outside the continental United States?	No
5. Do you own or exclusively lease any other aircraft?	Yes
6. Has the City used a non-owned aircraft in the last 24 months?	No
7. Does the City plan to use a non-owned aircraft in the next 12 months	No
8. Will the aircraft be used for student or pilot instruction?	Yes

All "yes" answers to questions 1 – 8 above are explained below:

The helicopter is used for law enforcement missions. Unapproved airports or unpaved runways are used. Helicopter occasionally lands in fields, parking lots, and city streets. The helicopter is used for current training by named pilots. Emergency aircraft handling is taught to Tactical Flight Officers by the Chief Pilot based upon an approved syllabus.

6.3 1973 CESSNA 182P AIRPLANE N21475

1973 Cessna 182P FAA "N" No. N21475 has been owned and operated by the City for many years. The current market value of the craft is \$68,000. It is a 1 Crew + 3 Passenger fixed wing plane with an agreed amount value of \$68,000.

6.3.1 Use: the plane is used by the Austin Police Department (APD) for law enforcement missions including but not limited to patrol, aerial surveillance, photography, and the transport of prisoners, excluding chemical operations, within the state of Texas.

6.3.2 Housed: the plane is based from and hangered at the Austin Executive Airport, 6012 Aviation Drive, Pflugerville, Texas 78660. The City rents part of a large hangar at this airport. The airport is fenced with limited access security via passcard.

6.3.3 Maintenance: The current mechanics are APD employees. Major repairs and Annual Inspection are bid out to local repair stations.

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6.3.4 Modifications: *List all modifications and whether manufacturer approved. No modifications have been made to this aircraft.*

6.3.5 Airframe Hours and Value:

Land (L) Sea (S) Amphib (A) Rotorwing (R)	Purchased	Price Paid By Applicant (incl. extras)	Present Value (incl. extras)	Engine Make/ HP
L	Used, 4/1990	\$70,000	\$90,000	CONT 0-470R-42 230 HP
TOTAL AIRFRAME HOURS:			3,876.2	
TOTAL ENGINE HOURS: <i>*Since mfg or last major overhaul</i>			881.9	
TOTAL HOURS OPERATED DURING LAST 12 MONTHS:			19.8	

6.3.6 Recurring Training Plan for Pilots:

The City's current flight instructors provide training for the unit. Instrument competency checks and bi-annual flight reviews are conducted. Both have Commercial Pilot ratings.

1. The City, nor any officer or partner thereof, nor any pilot has ever been convicted or indicted in a legal action involving drugs.
2. No Insurance Company or Underwriter has at any time declined an aircraft application submitted by the City or cancelled or refused to renew any aviation insurance for the City or any of our pilots.
3. The Airworthiness Category is Standard.
4. The Aircraft operational and Airworthiness Certificate is in full force and effect.
5. There is no un-repaired damage to the aircraft.
6. There is absolutely no navigation outside the USA & Canada.
7. The airplane is registered under the name of the City Police Department.
8. The City is the sole owner of the aircraft, and there are no mortgages or conditional sales contracts in effect.

6.3.7 Other Underwriting Information:

1. Will any charge (other than operating expenses) be made for the use of the aircraft?	No
2. Will the aircraft be used for anything other than transporting people?	Yes
3. Will the aircraft be used anyplace other than at paved runway airports?	Yes
4. Will the aircraft be used outside the continental United States?	No
5. Do you own or exclusively lease any other aircraft?	Yes
6. Has the City used a non-owned aircraft in the last 24 months?	No
7. Does the City plan to use a non-owned aircraft in the next 12 months	No
8. Will the aircraft be used for student or pilot instruction?	Yes

all "yes" answers to questions 1 – 8 above are explained below:

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The Cessna is used for Law Enforcement missions including but not limited to Patrol, Aerial Surveillance, Aerial Photography, Evidence transport, Prisoner transport within the State of Texas, and instruction for advanced pilot ratings. Primary instruction can be given in the Cessna with an approved training syllabus and reduced coverage limits. The Cessna primarily lands on paved runways, but unimproved airports are occasionally used.

6.4 1994 BELL 206B III HELICOPTER N67662

The 1994 Bell Helicopter was purchased by the City in 2017. The current market value of the helicopter is \$400,000.

6.4.1 Use: the helicopter is used by the Austin Police Department (APD) for law enforcement missions, including but not limited to patrol, surveillance, photography, firefighting/sling loads, and the rare transport of prisoners short distances to the City jail facility.

6.4.2 Housed: the helicopter is based at the Austin Executive Airport at 6012 Aviation Drive, Pflugerville, Texas 78660. The City rents part of a large hangar at this airport. The airport is fenced with limited access security via passcard.

6.4.3 Maintenance: Maintenance is performed by an APD employees.

6.4.4 Modifications: List all modifications and whether manufacturer approved. The helicopter is part of the LESO military program. This helicopter is on loan to the Austin Police department until recalled by the government or APD decides it no longer wished to use it. Currently there are no modifications to the aircraft. It will be used as a training aircraft.

6.4.5 Airframe Hours and Value

Land (L) Sea (S) Amphib (A) Rotorwing ®	Purchased	Price Paid By Applicant (incl. extras)	Present Value (incl. extras)	Engine Make/ HP
R	2017	\$.00	\$400,000	Rolls Royce C20J 420HP
TOTAL AIRFRAME HOURS:			12,624.2	
TOTAL ENGINE HOURS: *Since mfg or last major overhaul			1hr	
TOTAL HOURS OPERATED DURING LAST 12 MONTHS:			2hr	

6.4.6 Recurring Training information:

The City's current licensed chief flight instructor will conduct recurrent training in the City's Bell 206.

1. The City, nor any officer or partner thereof, nor any pilot has ever been convicted or indicted in a legal action involving drugs.
2. No Insurance Company or Underwriter has at any time declined an aircraft application submitted by the City or cancelled or refused to renew any aviation insurance for the City or any of our pilots.

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3. An Airworthiness Certificate was never issued to this aircraft by the FAA. It was built for the military.
4. There is no un-repaired damage to the aircraft.
5. There is absolutely no navigation outside the USA & Canada.
6. The helicopter is registered under the name of the City Police Department.
The City is the sole owner of the aircraft, and there are no mortgages or conditional sales contracts in effect.

6.4.7 Other Underwriting Information:

1. Will any charge (other than operating expenses) be made for the use of the aircraft?	No
2. Will the aircraft be used for anything other than transporting people?	Yes
3. Will the aircraft be used anyplace other than at paved runway airports?	Yes
4. Will the aircraft be used outside the continental United States?	No
5. Do you own or exclusively lease any other aircraft?	Yes
6. Has the City used a non-owned aircraft in the last 24 months?	No
7. Does the City plan to use a non-owned aircraft in the next 12 months	No
8. Will the aircraft be used for student or pilot instruction?	Yes

All "yes" answers to questions 1 – 8 above are explained below:

The helicopter will be used for law enforcement missions after all planned repairs and maintenance are completed. Unapproved airports or unpaved runways are used. The Helicopter occasionally lands in fields, parking lots, and city streets. Named pilots will use the helicopter for re-current training. No primary instruction will be given to student pilots for an initial rating. The helicopter may be used for turbine transition training.

6.5 ABIA subscribes to the following guidelines

The City is currently self-insured for general liability coverage; however, the City does have an airport liability policy with a \$100 Million liability limit. The airport subscribes to the following Airports Council International Insurance minimums:

- | | |
|--------------------------|-------------------------------|
| (a) Airlines | \$100,000,000 - \$250,000,000 |
| (b) Commuters | \$ 20,000,000 |
| (c) Fixed Base Operators | \$ 2,000,000 |
| (d) Concessionnaires | \$ 1,000,000 |
| (e) Contractors | \$ 5,000,000 |

6.6 ABIA Tower and runway operation

The Federal Aviation Administration operates and controls the tower operations. City maintains all runways.

6.6.1 Security

The City Police Department has a full time, 24 hour a day, Public Safety Division which consists of state certified police officers and aircraft rescue and firefighting personnel. The police officers have a dual function in that they provide all law enforcement and traffic enforcement services on airport property as well as adhere to the Federal Aviation Administration approved security

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program. The Aviation Department also manages and staffs a full time airport communications center. This center also houses the airport emergency operations center, which is activated during crisis situations. The principle goal of the security program is to prevent acts of terrorism towards civil aviation.

6.6.2 Special Note

The City received an Aviation Excellence Certificate from Phoenix Underwriters based upon an Aviation Safety Audit conducted in July, 2006.

7.0 PILOT UNDERWRITING INFORMATION

Refer to the **Attachment C** for pilot ratings and flight hour information. Due to the sensitive and confidential nature of police work, the City will not “post” personal information about our officers on the website. The City understands that the carrier awarded this coverage will require all pilots to complete and sign pilot information forms. The City agrees to have these forms completed and returned within one month of receipt.

8.0 ADDITIONAL INSURED INFORMATION

An additional insured endorsement is required to be attached to the policy:

Austin Executive Airport, LLC and
Travis County Field, LLC
6012 Aviation Drive
Pflugerville, TX 78660

**CITY OF AUSTIN
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PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP 5800 RJZ3001
AVIATION INSURANCE– Version 1.1 Revised 04/29/19**

SPECIAL INSTRUCTIONS TO ALL PROPOSERS:

ALL AGENTS/BROKERS WHO WISH TO PARTICIPATE IN THIS PROPOSAL MUST SUBMIT A REQUEST FOR MARKET ASSIGNMENT, ATTACHMENT D, AND MAY BE ASSIGNED UP TO TWO MARKETS. ATTACHMENT D MUST BE COMPLETED AND RETURNED TO THE PURCHASING OFFICE MONDAY, APRIL 23, 2019 BY 2:00 P.M. CENTRAL STANDARD TIME IN ORDER TO PARTICIPATE IN THIS PROPOSAL PROCESS.

1. PROPOSAL FORMAT

Prefacing the proposal, the Proposer shall provide an Executive Summary of two (2) pages or less, which gives in brief, concise terms, a summation of the proposal. The proposal itself shall be organized in the following format and informational sequence:

- A. **Part I - Business Organization:** State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate. State the name, email address, physical address, and telephone number of the person authorized to negotiate contract terms and render binding decisions on contract matters.

- B. **Part II – Carrier Qualifications:**
 - 1. Provide information regarding the history, organization, and service structure of the carrier (s) providing quotations. Please indicate the locations of the underwriting office and the claims services office. Provide a resume of the lead underwriter detailing their experience.
 - 2. Provide financial data for the carrier(s). Acceptable information would include a current Best's rating, Standard and Poor's rating, financial statements, or an annual report.
 - 3. For each carrier proposing coverage, provide a list of current Texas and out-of-state policyholders with exposures analogous to those of the City.

- C. **Part III – Coverage, Limits and Customer Service:**
 - 1. Proposers providing coverage quotations must complete a Quote Sheet for each separate quote that is being submitted. *The proposal will be considered non-responsive if the Quote Sheet (Section 0610) is not included.*
 - 2. Attach sample policy forms, definitions and terminology, and endorsements for any options quoted. Highlight important exclusions, pilot and flight restrictions, and conditions found in the coverage you are proposing. Please be clear as to which coverage these limitations apply.
 - 3. Provide an estimate of the time frame necessary to issue binders, policies, and endorsements.
 - 4. Describe the claims adjusting philosophy utilized by the carrier, specific claims expertise available to handle our claims and furnish resumes of lead claims specialists. Highlight experience with governmental immunity. Indicate the average response time the City can expect when a catastrophic loss occurs.

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5. Provide a statement of your compliance with all applicable rules and regulations of Federal, State, and Local governing entities. The Proposer must state his compliance with terms of this Request for Proposal.

D. **Part IV - Experience:** Describe only relevant corporate experience and individual experience for personnel who will be responsible for brokering and underwriting this insurance coverage. Do not include corporate experience unless personnel assigned to this account actively participated. Do not include experience prior to 2009. Supply the reference name, title, present address, and phone number of principal person for whom prior insurance coverage like the City's was written. Provide all resumes.

E. **Part VI - Proposal Acceptance Period:** All proposals must include a statement that they are valid for a minimal period of one hundred and twenty (120) days subsequent to the RFP closing date.

F. **Part VII - Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

G. **Part VIII - Authorized Negotiator:** Include name, address, email address, and telephone number of person in your organization authorized to negotiate contract terms and render binding decisions on contract matters.

2. **EXCEPTIONS:**

If any exceptions are taken to any portion of the Solicitation, the Proposer must clearly indicate the exceptions taken and include a full explanation as a separate attachment to the Proposal. The failure to identify exceptions or proposed changes with a full explanation will constitute acceptance by the Proposer of the Solicitation as proposed by the City. The City reserves the right to reject a proposal containing exceptions, additions, qualifications or conditions not called for in the solicitation.

3. **PROPOSAL PREPARATION COSTS:**

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

4. **EVALUATION FACTORS AND AWARD**

A. **Competitive Selection:** This procurement will comply with applicable City of Austin Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the successful Proposer. Award of a contract may be made without

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PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
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discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

B. Evaluation Factors:

- i. All proposals will be evaluated based on the following criteria and rankings. Maximum 100 points.

27 points Coverage and Limits:

Depth and scope of Coverage and limits provided, restrictions impacting coverage, customer service philosophy, ability to analyze exposures and to identify other risk management options. (Reference 0600 Section C Part III, C 2 – 5).

30 points Premiums Quoted:

Competitive quotes received at various limit and deductible levels. The Proposer with the lowest overall cost proposal is given the maximum points; a percentage ratio formula is applied to remaining proposers. (Reference 0600 Section C Part III, C1 and Quote Sheet 0610).

20 points Carrier Qualifications:

Financial strength of the carrier, organizational and service structure, experience with Aircraft liability and physical damage accounts and stability in the market place, and underwriter's expertise and experience.(Reference 0600 Section B Part II B 1 -3 and Section D).

10 points Claims Services:

Claim response time, claims philosophy and experience with accounts which have governmental immunity, claims adjuster's expertise and experience, Ability to furnish detailed loss information. (Reference 0600 Section C Part III C4 and Section D)

10 points Local Business Presence

3 points Service-Disabled Veteran Businesses Enterprise

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

QUOTE SHEET -- 0610

PROPOSERS MUST COMPLETE THIS QUOTE SHEET AND RETURN IT WITH YOUR PROPOSAL. Do not leave any item blank. If the item is not applicable, indicate this with a "N/A" or "o". If space is needed to clarify items, please attach a separate sheet. These instructions apply to all items on the form 0610.

1.	LIABILITY COVERAGE	LIMIT OF LIABILITY BEING QUOTED
1.1	Liability for Scheduled Aircraft	
1.2	Liability while Name Students Receiving Instruction in Cessna	
1.3	Liability for the Use of Non-Owned Aircraft	
1.4	Liability for Property Damage to Non-Owned Aircraft	
1.5	Liability for Property Damage to Aircraft Hangars & Contents	
1.6	Cargo Legal Liability	
1.7	Personal Injury Liability	
1.8	Sale of Aircraft Liability	
1.9	Liability for Use of Premises	
1.10	Liability Under Contractual Agreements	
1.11	On Airport Premises Auto Liability	
2.	GENERAL COVERAGE PROVISIONS	YES/NO
2.1	Physical Damage Coverage for Spare Engines and Parts	
2.2	Temporary Replacement Parts Rental Expense	
2.3	Search and Rescue Expenses	
2.4	Emergency Landing Expenses	
2.5	Runway Foaming and Crash Control Expenses	
2.6	Automatic Insurance for Newly Acquired Aircraft	
2.7	Personal Effects and Baggage Coverage	
2.8	Medical Payments for Scheduled Aircrafts & Non-Owned	
2.9	Mechanics Tools	
2.10	Trip Interruption	
2.11	Extra Expense – Rental of Temporary Aircraft	
2.12	Are approved pilots defined as those licensed and certified and approved by the chief pilot or designee?	
2.13	Does the Approved Territory cover USA, Canada, and Mexico?	
2.14	Is Notice of Cancellation or Non-Renewal 90 Days?	

3 LIABILITY AND PHYSICAL DAMAGE COVERAGE AND PREMIUM PER AIRCRAFT			
CRAFT & INSURED VALUE	PREMIUM	DEDUCTIBLE IN MOTION	DEDUCTIBLE NOT MOTION
2001 EC 120 at \$1,600,000			
1973 CESSNA at \$68,000			
2013 EC AS350 at \$3,750,000			
1994 BELL 206B at \$450,000			
FIRE AND THEFT DEDUCTIBLE FOR ALL CRAFT			
TOTAL POLICY PREMIUM TO INCLUDE ANY STAMPING FEES, TAXES			

4 SPECIAL PROVISIONS	YES/NO
4.1 Carrier providing this quote?	
4.2 Current A.M. Best Rating for Carrier providing Quote?	
4.3 Does your quote provide Governmental Immunity?	
4.4 Does your quote provide Unintentional Failure to Report?	
4.5 Does your quote provide Hull War and TRIA coverage?	
4.6 Does your quote provide Liability War/Extended Coverage and TRIA?	
4.7 Does your quote provide Bail Bonds coverage?	
4.8 Does your quote provide Unearned Premium Insurance in the Event of Total Loss?	
4.9 Does your quote provide Mutual Aid coverage?	
4.10 Does your quote provide Mechanical Breakdown due to Wear and Tear?	
4.11 Does your quote cover Conversion, Embezzlement or Secretion?	
4.12 Does you quote provide coverage if pilot requirements or approved uses have not been adhered to by the Insured?	
4.13 Does your quote provide coverage for the Application of chemicals	
4.14 Does your quote provide Pollution coverage except that which arises from an accident?	
4.15 Does your quote provide unlimited Electronic Date Recognition?	
4.16 Does your quote provide a "No Claims Bonus" provision?	

Provide any other information you feel is pertinent to the City's decision on this solicitation:



**CITY OF AUSTIN
PURCHASING OFFICE
EXCEPTIONS**

Solicitation Number: RFP 5800 RJZ3001

The City will presume that the Offeror is in agreement with all sections of the solicitation unless the Offeror takes specific exception as indicated below. Complete the exception information indicating each exception taken, provide alternative language, and justify the alternative language. Copies of this form may be utilized if additional pages are needed.

Failure to agree to the standard contract terms may result in the City choosing to move forward with an award of a contract to the next best Offeror.

The City, at its sole discretion, may negotiate exceptions that do not result in material deviations from the sections contained in the solicitation documents. Material deviations as determined by the City may result in the City deeming the Offer non-responsive. The Offeror that is awarded the contract shall be required to sign the contract with the provisions accepted or negotiated.

Indicate:

- ☐ **0300 Standard Purchase Terms & Conditions**
- ☐ **0400 Supplemental Purchase Provisions**
- ☐ **0500 Scope of Work**

Page Number

Section Number

Section Description

Alternative Language:

Justification:

Section 0700: Reference Sheet

Responding Company Name _____

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name _____

Name and Title of Contact _____

Project Name _____

Present Address _____

City, State, Zip Code _____

Telephone Number (____) _____ Fax Number (____) _____

Email Address _____

2. Company's Name _____

Name and Title of Contact _____

Project Name _____

Present Address _____

City, State, Zip Code _____

Telephone Number (____) _____ Fax Number (____) _____

Email Address _____

3. Company's Name _____

Name and Title of Contact _____

Project Name _____

Present Address _____

City, State, Zip Code _____

Telephone Number (____) _____ Fax Number (____) _____

Email Address _____

City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does

not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this _____ day of _____, _____

CONTRACTOR	_____
Authorized Signature	_____
Title	_____

Section 0835: Non-Resident Bidder Provisions

Company Name _____

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: _____

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Section 0840, Service-Disabled Veteran Business Enterprise Preference

Offeror Name

Additional Solicitation Instructions.

- ☐ By checking this box, Offeror states they are NOT a certified Service-Disabled Veteran Business Enterprise seeking to claim preference points under the City of Austin's SDVBE Program.
- Offerors seeking to claim the Service-Disabled Veteran Business Enterprise (SDVBE) preference shall be certified **under one of the two following scenarios**. Offerors shall check one of the following boxes, input the data in the applicable table below and include this completed form in their Proposal.
 - ☐ **HUB/SV**. Offeror is certified as a Service-Disabled Veteran (SV) Historically Underutilized Business (HUB) by the Texas State Comptroller of Public Accounts.

Texas State HUB/SV Certification	
13-Digit Vendor ID (VID)	
HUB/SV Issue Date	
HUB/SV Expiration Date	

- ☐ **HUB/OTHER + Federal SDVOSB**. Offeror is certified by the Texas State Comptroller of Public Accounts as a Historically Underutilized Business in a HUB Eligibility Category other than Service-Disabled Veteran (SV) AND is verified by the US Veterans Administration as a Service-Disabled Veteran-Owned Small Business (SDVOSB). **Texas HUB Eligibility Categories:** HUB/BL (Black), HUB/AS (Asian), HUB/HI (Hispanic), HUB/AI (Native American), or HUB/WO (Women Owned).

Texas State HUB/OTHER Certification	
13-Digit Vendor ID (VID)	
HUB Eligibility Category	
HUB Issue Date	
HUB Expiration Date	

Federal SDVOSB Verification	
9-Digit DUNS	
SDVOSB Issue Date	
SDVOSB Expiration Date	

- Offeror Identity**. The Offeror submitting the Proposal shall be the same entity that is certified by the Texas State Comptroller of Public Accounts, AND if applicable as verified by the US Veterans Administration.
- Certification Status**. Offeror's certification(s) must be active on or before the Solicitation's due date for Proposals and shall not expire prior to the award and execution of any resulting contract.
- Confirmation of Certification(s)**. Upon receipt of this completed form, the City will confirm the Offeror's certification(s): State: <https://mycpa.cpa.state.tx.us/tpasscmbsearch>. Federal: <https://www.vip.vetbiz.gov/>. The City will direct any questions concerning an Offeror's State or Federal certification status to the Offeror's contact person as designated on the Offer Form of their Proposal.
- Misrepresentation**. If the City determines that the Offeror requesting this preference is not certified by the State or Federal government if applicable, the Offeror will not receive the preference points. If the City determines that this misrepresentation was intentional, the City may also find the Offeror not responsible and may report the Offeror to the Texas State Comptroller of Public Accounts or if applicable to the US Veterans Administration. If the misrepresentation is discovered after contract award, the City reserves the right to void the contract.

Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: RFP 5800 RJZ3001
SOLICITATION TITLE: Aviation Property Insurance

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☐ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name			
City Vendor ID Code			
Physical Address			
City, State Zip			
Phone Number		Email Address	
If the Offeror City of Austin M/WBE certified?	<div style="display: flex; align-items: center;"><div style="margin-right: 20px;"><input type="checkbox"/> NO <input type="checkbox"/> YES</div><div>Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture</div></div>		
<p>Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed Subcontracting/Sub-Consulting Utilization Form, and if applicable my completed Subcontracting/Sub-Consulting Utilization Plan, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the Request For Change form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my Subcontracting/Sub-Consulting Utilization Plan, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my Request for Change form. I understand that, if a Subcontractor is not listed in my Subcontracting/Sub-Consulting Utilization Plan, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my Request for Change form.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"><div style="width: 45%; border-top: 1px solid black; height: 20px;"></div><div style="width: 45%; border-top: 1px solid black; height: 20px;"></div></div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"><div style="width: 45%;">Name and Title of Authorized Representative (Print or Type)</div><div style="width: 45%;">Signature/Date</div></div>			

Section 0905: SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFP 5800 RJZ3001
SOLICITATION TITLE: Aviation Property Insurance

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

- ☐ I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

- ☐ I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.

Instructions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;

STEP TWO: Perform Good Faith Efforts (Check List provided below);

STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

GOOD FAITH EFFORTS CHECK LIST –

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL** of the following **CHECK BOXES MUST** be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation CANNOT be added or changed after submission of the bid.

- ☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.
- ☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the **Austin Metropolitan Statistical Area**, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)

PROCUREMENT PROGRAM

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

SOLICITATION NUMBER: RFP 5800 RJZ3001

SOLICITATION TITLE: Aviation Property Insurance

- ☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.
- ☐ **Advertise.** Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.
- ☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFP 5800 RJZ3001
SOLICITATION TITLE: Aviation Property Insurance

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone OR <input type="checkbox"/> Email	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

Reviewing Counselor

Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

Director/Assistant Director or Designee

Date

MAJOR EXCLUSIONS

- Mechanical Breakdown due to Wear and Tear and Deterioration
- Conversion, Embezzlement or Secretion
- Non adherence to pilot requirements or approved uses
- Application of Chemicals
- Pollution except arising from an accident
- Electronic Date Recognition Limitation

PREMIUM AND LOSS HISTORY

Carrier: Old Republic Insurance thru Phoenix Aviation Managers, Inc.

POLICY YEAR	WRITTEN PREMIUM	NO CLAIMS BONUS	NET PREMIUM	LOSSES
11-1-18/19	\$106,016 (annual)	unknown	TBD	NONE TO DATE
11-1-17/18	\$96,378	\$11,655	\$84,713	NONE
11-1-16/17**	\$87,616	\$10,634	\$76,982	NONE
11-1-15/16	\$79,651	\$9,355	\$70,296	NONE
11-1-14/15	\$74,210	\$8,989	\$65,221	NONE
11-1-13/14	\$67,464	\$8,175	\$59,289	NONE
12-21-12 – 11-1-13*	\$52,500	\$3,902	48,598	NONE
12-21-11/12	\$48,810	\$3,321	\$45,489	NONE
12-21-10/11	\$46,485	\$3,163	\$43,322	NONE
12-21-09/10	\$42,260	\$2,930	\$39,330	NONE

* added 2013 EC AS350 on 9.4.13

** added 1994 Bell N67662 effective 5.15.17

The No Claims Bonus is paid after the policy year ends if there have been no claims. The bonus is shown for the year in which it was applied to.

ATTACHMENT C RFP 5800 RJZ3001
APD Air Enforcement Unit Pilot Hours and Certs

Pilot Names		Pilot Ratings	Instructor	Aircraft Ratings	Flight Hours					Medical Cert
L Name	F Name				Eurocopter AS350 B	Eurocopter EC120	Bell OH-58	Cessna 182	Total Time	
Miller	Ryan	Commercial AMEL-ASEL-ROTOR	No	LR-JET	1093	1960	431	110	3981	2nd Class
Wernicke	Kurt	Commercial ROTOR/Instrument	No		764	530			1928	2nd Class
Kirk	Shane	Commerical AMEL-ASEL-ROTOR	Yes/Airplane		242	206		109	1373	2nd Class
Vargas-Lebron	Pedro	Commercial-AMEL-ASEL	Yes/Airplane & Helicopter	BE20	1.4			28	3114	1st Class

Initial factory and annual recurrent training is conducted at Eurocopter in their EC120

Initial training by Bell Helicopter and in-house recurrent training in our Bell

Instrument competency checks and bi-annual flight reviews in our Cessna 182

Mechanics

James Schuth/Tom Benedict

REQUEST FOR MARKET ASSIGNMENT

All agents/brokers who wish to participate in this proposal must submit this Request for Market Assignment and will be assigned up to two primary markets. **The Lloyds of London market will not be assigned, but will be open to all Proposers. Direct writers may submit on a direct basis.**

This form must be filled out completely and returned to the City of Austin Purchasing Department via email to Ricardo.zavala2@austintexas.gov

Attn: Ricardo Zavala

No later than 2:00 p.m. Central Standard Time on April 23, 2019

City of Austin will assign markets and notify agents/brokers of market assignment by April 25, 2019

A. GENERAL INFORMATION:

Agency/Broker Name:

Address:

Telephone /Email address:

Fax #:

Principal/Account Executive:

B. AIRCRAFT INSURANCE MARKETS:

List aircraft insurance markets you wish to approach in order of priority. If the company is part of a "Group", also list associated premium volumes for the Group. If the incumbent broker chooses the incumbent carrier as their market, the request will be granted.

	Company/Group Name	Contact	Telephone	Office Premium Volume	United States Premium Volume
1					
2					
3					
4					

Provide the insurer's full corporate name and provide the name of the individual we may contact, with telephone number, to confirm any representations.

Show premium volume, **for aircraft liability and physical damage coverage only**, for the most recent twelve month period through the end of January, 2019. If your office is a branch office of a regional, national, or international organization, you must show premium **for your office only**. Do not show premium volume for offices other than your own under the "Office Premium Volume" column.

C. NONPARTICIPATION:

If agency/broker/carrier does not wish to participate, please state reasons below:

Exhibit B

EXECUTIVE SUMMARY

We are pleased to enclose a proposal outlining terms as offered by Old Republic Aerospace for the Aviation Insurance for the City of Austin, Austin Police Department.

Old Republic Aerospace is one of the leading insurers of Commercial Airports and Municipal Aircraft Fleets in the country. They are currently rated A+ XV by AM Best.

Old Republic Aerospace has offered a very broad and comprehensive coverage package.

The quoted coverage includes:

- Hull & Liability as requested per the RFP.
- Competitive pricing for requested limits, as well as the increased limits of liability. The pricing reflects the current market rates taking into account your safety record, continued excellence in operations and training.
- **While Named Student pilots are receiving instruction in the C182 the limit of liability is \$5,000,000 CSL.** This is an increase in coverage over current policy and bid requirements. (Full policy limit applies to Private Pilots or better)
- **Uses as required as outlined**
- **Pilots as approved by the Named Insured (Any Properly licensed and certificated pilot as approved by the insured as outlined)**
- Mutual Aid Liability
- Non Owned Aircraft Liability
- Passenger Voluntary Settlement, including crew
- Personal Injury Coverage
- Property Damage to Non Owned Aircraft
- Medical Expense Payments
- Premises Medical Expense Payments
- Coverage for Baggage / Personal Effects
- Coverage for Spare Parts, including Transit (including equipment and tools of insured and insured's employees)
- Damage to Non Owned Hangars
- Emergency Foaming Expense Coverage
- Emergency Landing Expense Coverage
- Search and Rescue Expense Coverage

- Temporary Replacement Parts
- Coverage for Mechanics Tools
- Automatic Coverage for Newly Acquired Aircraft
- Liability for Sale of Aircraft
- Loss of Use
- Trip Interruption Expense
- Extra Expense – Rental of Temporary Aircraft Coverage
- Cargo Legal Liability
- On Airport Premises Auto Liability
- Premises Liability
- Mobile Equipment Liability
- Contractual Liability
- Mutual Aid Agreement
- Knowledge and Consent
- Unintentional Failure to Report
- Governmental Immunity Endorsement
- War Risk Hull & Liability Coverage
- 90 Day Notice of Cancellation Clause, for reasons other than non payment of premium
- Emergency landing includes intentional /deliberate landing off airport, including aircraft retrieval, wither the aircraft is damaged or not
- Old Republic Aerospace offers an Aviation Audit Safety Survey provided to the insured at no charge.
- **15% No Claims Bonus on Renewal will apply with respects to the Physical Damage Premium only in the event there are no claims / losses prior to expiration of coverage – if renewed with Old Republic Aerospace.**
- TRIA (Terrorism Risk Insurance ACT) Coverage can be included at no additional premium when War Risk Hull & Liability are purchased
- Unearned Premium Insurance

Please review the proposal for the complete listing and description of coverages offered and the specimen policy for the coverage wording.

Respectfully,



Donn Gauger
Vice President
Falcon Insurance Agency, Inc.
Austin, TX

PART I BUSINESS ORGANIZATION
FALCON INSURANCE AGENCY, INC.

PART II CARRIER QUALIFICATIONS
OLD REPUBLIC AEROSPACE
HISTORY, STRUCTURE, FINANCIAL DATA,
CURRENT MUNICIPAL CLIENTS

PART III COVERAGE, LIMITS, AND
CUSTOMER SERVICE
QUOTE SHEET, COVERAGE
PROPOSAL, SERVICE TIME FRAME, SAMPLE
POLICY FORMS, UNDERWRITING & CLAIMS,
COMPLIANCE STATEMENT

PART IV EXPERIENCE
PROFESSIONAL PROFILE –DONN GAUGER,
CLIENT EXPERIENCE AND REFERENCES.

PART V
REQUIRED BID FORMS
Signed Offer Sheet, addendum notice,
0700 references, 0800, 0835,0840,
MBE/WBE

PART VI PROPOSAL ACCEPTANCE
PERIOD

PART VII PROPRIETARY
INFORMATION

PART VIII AUTHORIZED
NEGOTIATOR

Part I – Business Organization

Headquarters:



Falcon Insurance Agency, Inc.

1001 Water Street, Bldg K, Suite 100
Kerrville, TX 78028

PO Box 291388
Kerrville, TX 78029

(800) 880-4545
(830)792-1144 fax

Local Branch Office

Falcon Insurance Agency, Inc.

5316 Hwy 290 W, Suite #440
Austin, TX 78735

PO Box 92409
Austin, TX 78709

800-370-0557
512-891-8473
512-891-8483 fax

Donn Gauger

dgauger@falconinsurance.com

Vice President, Producer & Account Executive

Donn Gauger, with the Austin Branch Office will be responsible for servicing your account, and is the authorized person to negotiate contract terms and render binding decisions on contract matters.

Falcon Insurance Agency, Inc headquartered in Kerrville, TX is licensed in all 50 States and Donn Gauger is a Resident Agent License in Texas, and also holds a Texas Surplus Lines License, in addition he holds non resident licenses for 16 additional States.

Falcon Insurance Agency is one of the largest aviation insurance agencies in the country. We represent all markets and underwriters, both foreign and domestic.

For over 40 years, we have made it our business, to cover the insurance needs of the aviation community. We realize that every customer's aviation insurance requirements are unique. Our customers can be certain that their coverage is carefully tailored and customized to their specific needs. We are dedicated to providing superior risk management products and services to you.

Falcon's focus has been on providing and delivering innovative risk solutions and superior service to the aviation community. Our services include but are not limited to risk management functions, negotiation of insurance placements, claim management, loss control and risk management information systems.



Senior Management Biographical Information

Ralph H. Sohl / President & Chief Executive Officer

Ralph is responsible for leading the company's business strategy, operational and financial performance, and organizational requirements. Ralph began his career as an underwriter with Cigna Aerospace in 1984. During his tenure he held a number of underwriting management positions advancing to senior vice president-aerospace practice leader in 1997. Ralph then became senior vice president-head of business aviation when the ACE Group acquired Cigna Property and Casualty in 1999. He joined Old Republic Aerospace as senior vice president-corporate aviation product line manager in 2003 and was promoted to executive vice president-chief underwriting officer in 2009. In 2011, Ralph was promoted to president and chief operating officer and in 2014, he was appointed as president and chief executive officer. Ralph has a Bachelor of Science in Air Commerce and Flight Technology from Florida Institute of Technology. He is also a commercial, multi-engine pilot with an instrument rating and holds a Flight Engineer Certificate with a turbojet rating.

Michael E. Warren, Esq. / Executive Vice President, General Counsel & Director of Claims

Mike is responsible for overseeing the day-to-day operations of the Old Republic Aerospace claim services. Mike launched his career in aviation insurance as a senior claims supervisor and attorney with the United States Aircraft Insurance Group (USAIG), New York. Thereafter, he joined the law firm of Gallagher, Gosseen & Faller, New York, practicing product liability and aviation law. Mike subsequently assumed the role of vice president of ICALM Group, Chapel Hill, managing aviation-related matters for large insurers in the European market as well as self-insured clients. In 2000, Mike joined Travelers Insurance Company and held a variety of senior technical and managerial claim positions. He was appointed vice president, director of claims for Travelers Aviation before joining Old Republic Aerospace in 2010. Mike holds a Bachelor of Arts in Economics from Brooklyn College and a Juris Doctor with honors from St. John's University School of Law. He is admitted to the federal and state bars of New York, holds adjuster licenses in sixteen states and is a certified mediator.

Gary Churchill / Executive Vice President & Chief Operating Officer

Gary is responsible for developing underwriting best practices and guidelines across the commercial, corporate and manufactured products aviation portfolio; as well as providing management oversight for all underwriting office locations. Gary began his career in aviation insurance as an underwriter with United States Aircraft Insurance Group (USAIG), Minneapolis office, advancing to assistant vice president. From 2008 to 2009, Gary worked at Travelers Aviation as regional vice president-underwriting. In 2009, he joined Old Republic Aerospace as vice president establishing a regional underwriting office in Chicago. In 2012, Gary was promoted to senior vice president and in 2014, he was appointed as executive vice president and chief operating officer. Gary holds a Bachelor of Science in Aviation from Western Michigan University, a commercial pilot license with an instrument rating and Certificate of Achievement in Lean Six Sigma from Villanova University. In addition, Gary serves on the Aviation Insurance Association's board of directors and on the General Aviation Joint Steering Committee as the insurance industry representative.



Municipal and State Governmental Accounts Written by Old Republic Aerospace

City of Austin, TX

City of Columbus, OH

City of Memphis

State of Alabama

State of Nevada

County of Sacramento

City of Anaheim

City of Sacramento

City of San Diego

City of Indianapolis

Arkansas State Highway Department

This is only a few of the accounts written.

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Falcon Insurance Agency, Inc.	
Physical Address	5316 Hwy 290 W, Suite #440, Austin, TX 78735	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S): Not Applicable

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S): Not Applicable

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**AVIATION INSURANCE - AIRCRAFT
PHYSICAL DAMAGE AND LIABILITY
INSURANCE**

RFP 5800 RJZ3001

FOR

**CITY OF AUSTIN
AUSTIN POLICE DEPARTMENT
Policy Effective Dates 11/01/19 to 11/01/20**

Old Republic Aerospace

MAY 21, 2019

ARRANGED BY:



**DONN GAUGER, VICE PRESIDENT
FALCON INSURANCE AGENCY, INC.
P.O. Box 92409
AUSTIN, TX 78709
512-891-8473
512 891-8483 FAX**

GENERAL CONDITIONS

- The contents of this document reflect a general outline of coverages quoted through Falcon Insurance Agency, Inc by the insurance carrier.
- All coverages, however, are subject to the terms and conditions, exclusions, limitations stipulated by the policy(ies) forms themselves. Note, not all exclusions are shown. It will be necessary to refer to the policy forms for a full listing of exclusions.
- In addition the only coverages that will be implemented are those coverages specifically requested by you, the insured.
- This document is reflective of the exposures (values, payrolls, receipts, operations, locations, etc.) supplied by **you, the insured.**

NOTE: *It should be emphasized that the description of coverage enclosed is a summary only. The coverage is subject to terms and conditions outlined and certain restrictions, limitations and exclusions contained in the policies of insurance. The description is not a policy of insurance. In the event of any conflict between the enclosed description of coverage and the policy of insurance, the provisions contained in the policy of insurance will govern.*

THIS DOCUMENT IS ISSUED AS A MATTER OF INFORMATION ONLY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE PROVIDED BY INSURANCE POLICIES. THE INFORMATION CONTAINED IN THIS PROPOSAL IS BASED ON THE HISTORICAL LOSS EXPERIENCE AND EXPOSURES THAT WERE PROVIDED TO FALCON INSURANCE AGENCY, INC. THIS PROPOSAL IS NOT AN ACTUARIAL STUDY.

THE PRIMARY CARRIERS



⌘ A.M. BEST'S RATING ⌘

OLD REPUBLIC INSURANCE COMPANY

Policy Holder Rating	A+
Financial Category	XV
As currently rated by AM Best.	

NAMED INSURED

City of Austin
Austin Police Department
PO Box 1088
AUSTIN, TX 78767-3411

CITY OF AUSTIN , AUSTIN POLICE DEPARTMENT

SUMMARY OF AIRCRAFT COVERAGES

LIABILITY FOR SCHEDULED AIRCRAFT¹ (INCLUDING WAR RISKS)	\$ 25,000,000 Each Occurrence Single Limit Bodily Injury and Property Damage, including passengers. Liability arising from ownership, maintenance and operation of scheduled aircraft. Including Mutual Aid Liability.
PASSENGER VOLUNTARY SETTLEMENT, INCLUDING CREW	\$250,000 Per Person, Including Crew Regardless of legal liability and without admitting to the liability of any party, the company will offer to pay on behalf of the insured the sum requested by the named insured to or for the benefit of each covered passenger if Bodily Injury results in the permanent or total disability, or the loss of one or more limbs. The limit provided is a part of and not in addition to the primary limit provided.
LIABILITY COVERAGE FOR THE USE OF NON-OWNED AIRCRAFT	\$Policy Limit Each Occurrence Single Limit Bodily Injury and Property Damage, including Passengers. Liability for use of any non-owned, fixed wing and/or rotor wing aircraft not exceeding fifteen (15) seats or leased for period exceeding thirty (30) consecutive days.

¹ While named **Student pilots** are receiving instruction in the C182 the limit of liability is **\$5,000,000 CSL**. This is an increase in coverage over current policy and bid requirements. (Full policy limit applies to Private Pilots or better.)

SUMMARY OF AIRCRAFT COVERAGES

LIABILITY FOR PROPERTY DAMAGE TO NON-OWNED AIRCRAFT	\$ 1,000,000 Each Occurrence Coverage for physical damage caused by your negligence to Non-Owned Aircraft, Temporary Substitute Aircraft and Aircraft of others in your care custody and control. Liability arising from damage to non-owned aircraft while in the care, custody and control for which you are legally responsible. Coverage limit is part of and not in addition to the limit provided in Coverage C. Deductibles: NIL
LIABILITY FOR PROPERTY DAMAGE TO AIRCRAFT HANGARS AND THEIR CONTENTS	\$ 500,000 Each Occurrence Coverage for damage to non-owned hangars and their contents in your care, custody and control that results from your negligence. The limit is part of and not in addition to the limit of liability set forth in Coverage A, or C as applicable.

CITY OF AUSTIN , AUSTIN POLICE DEPARTMENT

SUMMARY OF AIRCRAFT COVERAGES

CARGO LEGAL LIABILITY	\$1,000,000 Each Occurrence	
	Coverage for non-owned property being transported in aircraft. The limit is part of and not in addition to the primary limit of liability.	
PERSONAL INJURY LIABILITY	\$25,000,000	Occurrence & Aggregate
	Will provide protection against one or more of the following offenses committed during the policy period and arising out of the ownership, maintenance or use of covered aircraft. False arrest, detention or imprisonment; malicious prosecution; wrongful entry or eviction; invasion of the right of private occupancy; libel or slander, except if it is committed with the insured's consent if known false.	
SALE OF AIRCRAFT LIABILITY	Policy Limit	Each Occurrence & Aggregate
	Coverage for Bodily Injury and Property Damage for Sale of <u>owned</u> aircraft, aircraft parts or maintenance services.	
LIABILITY UNDER CONTRACTUAL AGREEMENTS ASSUMED BY THE NAMED INSURED	\$Policy Limit Each Occurrence Liability assumed by insured under a written contract or agreement relative to the ownership, maintenance or use of the scheduled aircraft. The Named Insured agrees to submit a copy of all contracts as soon as possible after it comes to the attention of the insurance department. (Excluding temporary aircraft storage, minor servicing agreements, and military or governmental agreements for the use of airport or lease of premises.) We recommend all contracts be sent to us for review prior to signing the agreement. The limit is part of and not in addition to the primary limit of liability. (Policy Form AV431)	

SUMMARY OF AIRCRAFT COVERAGES

LIABILITY FOR THE USE OF PREMISES	\$Policy Limit Each Occurrence Coverage for bodily injury, mental anguish and or damage to someone else's property resulting from your ownership, maintenance or use of Airport premises. (policy form AV431)	
LIABILITY FOR THE OPERATION OF MOBILE EQUIPMENT	\$Policy Limit	Each Occurrence
	<p>Liability coverage also applies to Mobile Equipment. Mobile equipment means any of the following types of land vehicles, including ay attached machinery or equipment:</p> <ul style="list-style-type: none">a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;b. Vehicles maintained for use solely on or next to premises you own or rent including special use vehicles designed for operations on airports; however this shall not include passenger cars, pickup trucks, ambulances, tow trucks, buses, snow plows (Except while within the confines of the aircraft operations area) <p>However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Please refer to the policy for the full description for Mobile equipment.</p>	

CITY OF AUSTIN , AUSTIN POLICE DEPARTMENT

SUMMARY OF AIRCRAFT COVERAGES

PHYSICAL DAMAGE COVERAGE FOR SCHEDULED AIRCRAFT <u>Including War Risk</u>	<p>\$See Agreed Value Schedule</p> <p>Rotor Wing Aircraft Deductibles \$Nil Rotors not in Motion \$1.% of insured value Rotors in Motion</p> <p>Fixed Wing Aircraft Deductibles \$Nil Ground/Not in Motion \$Nil Full Flight / in Motion</p>
PHYSICAL DAMAGE COVERAGE FOR SPARE ENGINES AND SPARE PARTS	<p>As respects spare engines or spare parts. Includes coverage for Transit <u>(including equipment and tools of Insured and Insured's employees)</u></p> <p>\$ 1,000,000 Each Loss</p> <p>\$ Nil Deductible Each Loss</p>
TEMPORARY REPLACEMENT PARTS RENTAL EXPENSE	<p>\$ 250,000 Each Loss</p> <p>Coverage for the rental of temporary parts while aircraft is being repaired. Minimum required repair period of five (5) days.</p>
SEARCH AND RESCUE EXPENSES	<p>\$ 1,000,000 Each Occurrence</p> <p>Expenses for search or rescue operations for missing scheduled aircraft, but only after authorities have abandoned search operations.</p>
EMERGENCY LANDING EXPENSES	<p>\$ 500,000 Each Occurrence</p> <p>Expenses for emergency landing. <u>Includes coverage for intentional/deliberate landing off airport including aircraft retrieval, whether the aircraft is damaged or not.</u></p>
RUNWAY FOAMING AND CRASH CONTROL EXPENSES	<p>\$ 1,000,000 Each Occurrence</p> <p>Coverage for emergency expenses incurred for runway foaming, fire crash and rescue operations.</p>

CITY OF AUSTIN , AUSTIN POLICE DEPARTMENT

SUMMARY OF AIRCRAFT COVERAGES

AUTOMATIC INSURANCE FOR NEWLY ACQUIRED AIRCRAFT	\$Not to exceed highest insured hull value of insured aircraft.	Maximum Physical Damage Limit, newly acquired aircraft must be reported within 30 days.
PERSONAL EFFECTS AND BAGGAGE COVERAGE	\$ 25,000	Each Person Coverage for luggage, and other contents that travelers normally carry.
MEDICAL PAYMENTS FOR: SCHEDULED AIRCRAFT, PREMISES, AND NON OWNED AIRCRAFT	\$ 25,000	Each Occurrence Includes coverage for Crew Members. To pay the reasonable Medical expense (Expenses for medical, surgical, dental, ambulance, hospital, professional nursing and funeral services) incurred within on year from date of injury, to or for each passenger who sustains bodily injury caused by an occurrence, provided the aircraft is being used by or with permission of the named insured.
MECHANICS TOOLS	\$100,000	Each Occurrence Physical Damage for mechanics tools. This endorsement provides coverage for all risks of physical loss of or damage to "mechanics' tools" which are owned by full-time employee mechanics and which are in your care, custody or control. "Mechanics' tools" are defined as tools and equipment used for maintenance or repair of aircraft or aircraft service equipment.

CITY OF AUSTIN , AUSTIN POLICE DEPARTMENT

SUMMARY OF AIRCRAFT COVERAGES

TRIP INTERRUPTION	\$25,000	Each Passenger / Occurrence
	Reasonable expenses incurred for food, lodging and travel of passengers (excluding employees and crew) from the location where the damage occurred to the final destination or to the place where the aircraft originally departed.	
EXTRA EXPENSE – RENTAL TEMPORARY SUBSTITUTE AIRCRAFT LOSS OF USE	\$5,000	Each Day
	\$500,000	Each Occurrence
ON AIRPORT PREMISES AUTO LIABILITY	Coverage for the rental of like make and model aircraft to be used during repair of damage by a covered cause of loss to scheduled aircraft.	
	\$Policy Limit	Each Occurrence
MUTUAL AID AGREEMENT LIABILITY	Liability coverage is extended to include "Bodily Injury" and "Property Damage" caused by an occurrence during the policy period arising out of your ownership, maintenance or use of any "automobile", and only while on an airport premises occupied by the Named Insured.	
	Included	
GOVERNMENTAL IMMUNITY	It is agreed that the company will not use the defense of governmental immunity, which includes any collateral source offset, in respects to any claims or suits covered by this policy except upon written request by a duly authorized officer of the Named Insured.	
UNINTENTIONAL FAILURE TO REPORT	It is understood and agreed that any unintentional error or failure on the part of the Insured to disclose facts to the Company shall not be a basis for the denial of any coverage, provided that it is corrected as soon as the circumstances comes to the attention of Risk Management.	

CITY OF AUSTIN , AUSTIN POLICE DEPARTMENT

SUMMARY OF AIRCRAFT COVERAGES

BREACH OF WARRANTY	As required by lienholder – if any
HULL WAR AND TRIA	Included
LIABILITY WAR / EXTENDED COVERAGE AND TRIA	Included
BAIL BONDS	Premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy and the cost of bail bonds required of the Insured because of an occurrence or violation of law or a regulation for civil aviation arising out of the use of the aircraft, not to exceed \$250 per bail bond, but the Company shall have no obligation to apply for or furnish any such bonds;
UN EARNED PREMIUM INSURANCE	In the event of a total loss the company will pay you the unearned portion of the annual hull premium.
ADDITIONAL INSURED	Austin Executive Airport, LLC and Travis County Field, LLC 6012 Aviation Drive Pflugerville, TX 78660
NO CLAIMS BONUS ON RENEWAL	A 15% No Claims Bonus on Renewal will apply with respect to the Physical Damage Premium only in the event there are no claims / losses prior to expiration of coverage – if renewed with Old Republic Insurance Company / Old Republic Aerospace.

AIRCRAFT LIABILITY / PHYSICAL DAMAGE COVERAGES

☐ **AIRCRAFT POLICY LIMITATIONS / CONDITIONS**

☐ **Approved Uses:**

As respects Eurocopter EC120 N1240W ; Eurocopter AS350B3a; Bell 206B3: All uses in connection with the operations of your Law Enforcement Missions, including but not limited to patrol, aerial surveillance, transportation of prisoners, slung operations.

As respects C182, N21475: All uses in connection with the operations of your Law Enforcement Missions, including but not limited to your aerial surveillance, photography, including transportation of prisoners.

Use for all aircraft excludes any use involving application of chemicals.

☐ **Approved Pilots:**

Any properly licensed and certificated pilot as approved by the chief pilot or his/her designee .

Current policy language: "Any properly licensed and certificated pilot as approved by the Air Support Unit Supervisors or his/her designee."

☐ **Approved Territory:**

USA (excluding Alaska), Canada, and Mexico

☐ **Notice of Cancellation:**

Ninety (90) days, except in the event of non-payment of premium, ten (10) days notice shall apply.

MAJOR EXCLUSIONS

Wear and Tear

Deterioration

Conversion, Embezzlement or Secretion

Non adherence to pilot requirements or approved uses

Use of Chemicals

Pollution except arising from an accident

Electronic Data Recognition Limitation

NOTE: *Not all exclusions are shown. It will be necessary to refer to the actual policy for coverage, conditions, provisions and limitations.*

AIRCRAFT SCHEDULE

AIRCRAFT	N NUMBER	AGREED VALUE
2013 Eurocopter AS350B3	N6227	\$3,750,000
2001 Eurocopter EC120	N1240W	\$1,600,000
1973 Cessna 182P	N21475	\$68,000
1994 Bell 206B3	N67662	\$450,000

OLD REPUBLIC INSURANCE COMPANY

Aircraft Insurance Policy



OLD REPUBLIC AEROSPACE, INC.

Issuing and Policyholder Servicing Offices:

Old Republic Aerospace, Inc. (Corporate Office)

1990 Vaughn Road, Suite 350

Kennesaw, Georgia 30144

Phone: (770) 590-4950

Fax: (770) 590-0599

Old Republic Aerospace, Inc.

15660 North Dallas Parkway, Suite 400

Dallas, Texas 75248

Phone: (972) 991-7223

Fax: (972) 490-7069

Old Republic Aerospace, Inc.

2300 Cabot Drive, Suite 150

Lisle, Illinois 60532

Phone: (630) 369-1076

Fax: (630) 369-1221

Old Republic Aerospace, Inc.

199 Water Street, 30th Floor

New York, New York 10038

Phone: (212) 607-2624

Fax: (212) 607-2614

Old Republic Aerospace, Inc.

555 S. Renton Village Place, Suite 550

Renton, Washington 98057

Phone: (425) 277-7407

Fax: (425) 277-0112

OLD REPUBLIC INSURANCE COMPANY

DECLARATIONS

POLICY NUMBER

RENEWAL OF:

ITEM 1. NAMED INSURED: CITY OF AUSTIN
AUSTIN POLICE DEPARTMENT
P.O. BOX 1088
AUSTIN

TX 78767

ITEM 2. POLICY PERIOD: FROM TO
12:01 A.M. STANDARD TIME AT THE ADDRESS IN ITEM 1.

ITEM 3. The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein, subject to all of the terms of this policy having reference thereto. This policy is completed by Aircraft Hull and Liability Form AV2.

LIMITS OF LIABILITY

	EACH PERSON	EACH OCCURRENCE	LIAB PREMIUM
ITEM 4. LIABILITY COVERAGES			
D. SINGLE LIMIT BODILY INJURY, INCLUDING PASSENGERS, AND PROPERTY DAMAGE;		\$ 25,000,000	
E. EXPENSES FOR MEDICAL SERVICES	\$ 25,000	\$ 150,000	
OTHER LIAB COVERAGE - SEE ENDORSEMENTS	****	****	
TERRORISM (TRIA)	****	****	

LIAB. TOTAL:

ITEM 5. Description of Aircraft and Physical Damage Coverage hereunder:
F.A.A.

AIRCRAFT	REG. NO.	YEAR MAKE AND MODEL	TYPE	SEATS CREW PASS.	INSURED VALUE
1.		1994 BELL 206B III	LAND	1 2	\$450,000
2.		2001 EUROCOPTER	LAND	1 4	\$1,600,000
3.		1973 CESSNA 182	LAND	1 3	\$68,000
4.		2013 EUROCOPTER AS 350	LAND	1 5	\$3,750,000

PHYSICAL DAMAGE

DEDUCTIBLES

COVERAGE	PREMIUM	NOT IN MOTION	NIL ON FIRE AND THEFT IN MOTION
1. F: ALL RISK: GROUND & FLIGHT		\$ 0	
2. F: ALL RISK: GROUND & FLIGHT		\$ 0	
3. F: ALL RISK: GROUND & FLIGHT		\$ 0	
4. F: ALL RISK: GROUND & FLIGHT		\$ 0	
OTHER HULL COVERAGE	****	****	****
ENDORSEMENT: _____	\$ 0	****	****
TERRORISM (TRIA)	Included	****	****

PHYSICAL DAMAGE TOTAL:

POLICY PREMIUM:

OLD REPUBLIC INSURANCE COMPANY

DECLARATIONS

POLICY NUMBER

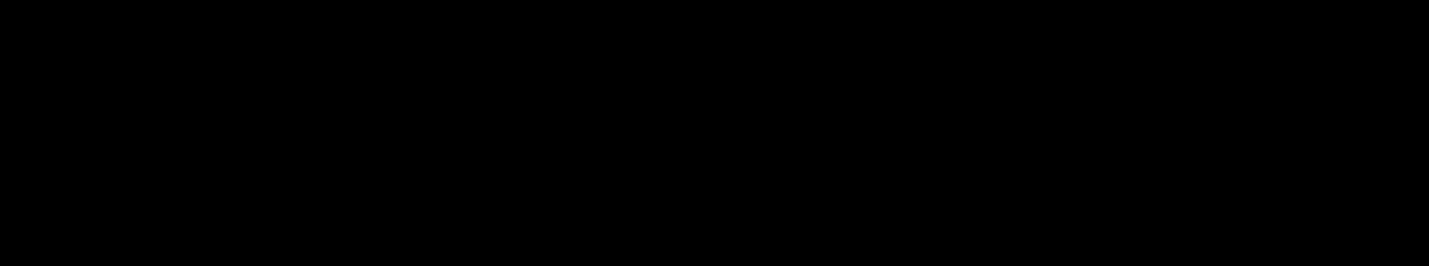
PAGE 2

ITEM 6. Pilots: When in flight the aircraft will be piloted only by the following pilots, provided he/she has a valid pilot's certificate and a valid medical certificate, each appropriate to the flight and the aircraft:

AS ENDORSED

ITEM 7. The aircraft will be used for AS ENDORSED

Endorsements forming a part of this policy on effective date in Item 2 above



ITEM 8. LOSS PAYABLE: Any loss under coverage F or G is payable as interest may appear to the named insured and/or
NOT APPLICABLE

ITEM 9. The named insured is and shall remain the sole and unconditional owner of the aircraft and the aircraft is not subject to any encumbrance other than as indicated in Item 8.

PRODUCER: FALCON INSURANCE AGENCY, INC.
POST OFFICE BOX 291388
KERRVILLE TX 78029

OLD REPUBLIC INSURANCE COMPANY

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Old Republic Insurance Company's toll-free telephone number for information or to make a complaint at:

1-800-766-5673

or, you may write to Old Republic Insurance Company at:

Old Republic Insurance Company
133 Oakland Avenue
P.O. Box 789
Greensburg, PA 15601

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write or contact the Texas Department of Insurance at:

Texas Department of Insurance
P.O. Box 149104
Austin, TX 78714-9104

Fax: 512-475-1771

Web: <http://www.tdi.texas.gov>

Email: [Consumer Protection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

PREMIUM OR CLAIM DISPUTES

Should you have a dispute concerning your premium or about a claim you should contact your agent first, then Old Republic Insurance Company. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY

This notice is for information only and does not become a part or condition of the attached document.

OLD REPUBLIC INSURANCE COMPANY

PILOTS

It is agreed that Item 6 of the Declarations - PILOTS: When In Flight the aircraft will be piloted only by - is completed to read as follows:

Any properly licensed and certificated pilot as approved by the Air Support Unit Supervisors or his/her designee.

Nothing herein contained shall vary, alter, waive or extend any of the terms, provisions, representations, conditions or agreements of the policy other than as above stated.

This endorsement becomes effective _____ to be attached to and
hereby made a part of Policy No. _____ issued through OLD REPUBLIC
INSURANCE COMPANY, issued to: CITY OF AUSTIN
AUSTIN POLICE DEPARTMENT
P.O. BOX 1088
AUSTIN TX 78767

Date of issue

PURPOSE OF USE AMENDMENT

AV700 (07/92)

OLD REPUBLIC INSURANCE COMPANY

LAW ENFORCEMENT

A) ITEM 7 OF THE DECLARATIONS - PURPOSE OF USE - IS COMPLETED TO READ AS FOLLOWS:

LAW ENFORCEMENT

B) WHERE USED HEREIN, "LAW ENFORCEMENT" SHALL BE DEFINED AS PLEASURE AND BUSINESS USES ON BEHALF OF THE NAMED INSURED, INCLUDING AERIAL SURVEILLANCE, LAW ENFORCEMENT OR ANY USE REQUIRED BY THE NAMED INSURED IN ITS ADMINISTRATION OF JUSTICE.

C) THIS POLICY DOES NOT APPLY TO ANY INSURED WHILE THE AIRCRAFT IS IN FLIGHT BEING USED FOR TRANSPORTATION OF PRISONERS.

D) SPECIAL INSURING AGREEMENTS I, II AND III ARE DELETED IN THEIR ENTIRETY.

Nothing herein contained shall vary, alter, waive or extend any of the terms, provisions, representations, conditions or agreements of the policy other than as above stated.

This endorsement becomes effective hereby made a part of Policy No. INSURANCE COMPANY, issued to:

CITY OF AUSTIN
AUSTIN POLICE DEPARTMENT
P.O. BOX 1088
AUSTIN

to be attached to and
issued through OLD REPUBLIC

TX 78767

Date of issue

AV730 (05/96)

OLD REPUBLIC INSURANCE COMPANY
CANCELLATION/ALTERATION NOTIFICATION

The Company hereby agrees to notify the following of any material alteration or cancellation of this policy by the Company at least 90 days (10 days if for nonpayment of premium) prior to the effective date of alteration or cancellation:

Risk Management Department
Austin Police Department
City of Austin, TX

Nothing herein contained shall vary, alter, waive or extend any of the terms, provisions, representations, conditions or agreements of the policy other than as above stated.

This endorsement becomes effective _____ to be attached to and
hereby made a part of Policy No. _____ issued through OLD REPUBLIC
INSURANCE COMPANY, issued to: CITY OF AUSTIN
AUSTIN POLICE DEPARTMENT
P.O. BOX 1088
AUSTIN TX 78767

Date of issue

OLD REPUBLIC INSURANCE COMPANY

WAIVER OF SUBROGATION

It is agreed that the Company hereby waives its right of subrogation against the following as respects loss or damage arising under physical damage coverage as set forth under this policy, but only to the extent that the "named insured" has waived their right of subrogation. This waiver shall not prejudice the Company's right of recourse for damages arising from the manufacture, repair, sale or servicing of the aircraft where such right of recourse would have existed had this Endorsement not been effected under this policy:

Turbomeca USA, Inc., TMUSA and its affiliate, Turbomeca S.A.
2709 North Forum Drive
Grand Prairie, TX 75052

only as respects rental of engine - Arrius 2F, Serial # [REDACTED]
Value: \$224,000.

Nothing herein contained shall vary, alter, waive or extend any of the terms, provisions, representations, conditions or agreements of the policy other than as above stated.

This endorsement becomes effective _____ to be attached to and
hereby made a part of Policy No. _____ issued through OLD REPUBLIC
INSURANCE COMPANY, issued to: CITY OF AUSTIN
AUSTIN POLICE DEPARTMENT
P.O. BOX 1088
AUSTIN TX 78767

Date of issue

OLD REPUBLIC INSURANCE COMPANY

WAIVER OF SUBROGATION

It is agreed that the Company hereby waives its right of subrogation against the following as respects loss or damage arising under physical damage coverage as set forth under this policy, but only to the extent that the "named insured" has waived their right of subrogation. This waiver shall not prejudice the Company's right of recourse for damages arising from the manufacture, repair, sale or servicing of the aircraft where such right of recourse would have existed had this Endorsement not been effected under this policy:

Turbomeca USA, Inc., TMUSA and its affiliate, Turbomeca S.A.
2709 Forum Drive
Grand Prairie, TX 75052

Only as respects rental of engine - Arrius 2F Serial # [REDACTED]

Nothing herein contained shall vary, alter, waive or extend any of the terms, provisions, representations, conditions or agreements of the policy other than as above stated.

This endorsement becomes effective _____ to be attached to and
hereby made a part of Policy No. _____ issued through OLD REPUBLIC
INSURANCE COMPANY, issued to: CITY OF AUSTIN
AUSTIN POLICE DEPARTMENT
P.O. BOX 1088
AUSTIN TX 78767

Date of issue

AV351 (01/92)

ADDITIONAL INSURED

OLD REPUBLIC INSURANCE COMPANY

ADDITIONAL INSURED

It is agreed that the following is hereby included as an additional "insured" under liability coverages, but only as respects operations of the "Named Insured". This agreement shall not operate to prejudice the Company's rights of recourse against the following as manufacturers, repairers, suppliers or servicing agents where such right of recourse would have existed had this endorsement not been effected under this policy:

Turbomeca USA, Inc., TMUSA and its affiliate, Turbomeca S.A.
2709 North Forum Drive
Grand Prairie, TX 75052

Only as respects rental of engine - Arrius 2F, Serial # [REDACTED]

The coverage limits afforded hereunder shall be included within and not in addition to the limits applicable to the "named insured".

Nothing herein contained shall vary, alter, waive or extend any of the terms, provisions, representations, conditions or agreements of the policy other than as above stated.

This endorsement becomes effective
hereby made a part of Policy No. _____
INSURANCE COMPANY, issued to: CITY OF AUSTIN
AUSTIN POLICE DEPARTMENT
P.O. BOX 1088
AUSTIN TX 78767

Date of issue

ADDITIONAL INSURED

PA202 (02/05)

ADDITIONAL INSURED

PA202 (02/05)

OLD REPUBLIC INSURANCE COMPANY
TERRITORIAL EXCLUSION ENDORSEMENT

It is specifically understood and agreed that the policy territorial limits shall exclude ALASKA.

Nothing herein contained shall vary, alter, waive or extend any of the terms, provisions, representations, conditions or agreements of the policy other than as above stated.

This endorsement becomes effective _____ to be attached to and
hereby made a part of Policy No. _____ issued through OLD REPUBLIC
INSURANCE COMPANY, issued to: CITY OF AUSTIN
AUSTIN POLICE DEPARTMENT
P.O. BOX 1088
AUSTIN TX 78767

Date of issue

OLD REPUBLIC INSURANCE COMPANY

AMENDATORY ENDORSEMENT - CLARIFIES SCOPE OF "EACH PERSON" AND "PASSENGER" BODILY INJURY LIABILITY LIMITS.

IT IS AGREED THAT THE POLICY IS AMENDED TO READ AS FOLLOWS:

POLICY PROVISIONS - FORM AV-2, PAGE 4, "LIMIT OF COMPANY'S LIABILITY", COVERAGES A, B, C AND D (TOTAL LIABILITY) IS AMENDED TO READ AS FOLLOWS:

COVERAGES A, B, C AND D
(TOTAL LIABILITY)

REGARDLESS OF THE NUMBER OF (1) INSURED UNDER THIS POLICY, (2) PERSONS OR ORGANIZATIONS WHO SUSTAIN BODILY INJURY OR PROPERTY DAMAGE, (3) CLAIMS MADE OR SUITS BROUGHT ON ACCOUNT OF BODILY INJURY OR PROPERTY DAMAGE, OR (4) AIRCRAFT TO WHICH THIS POLICY APPLIES, THE COMPANY'S LIABILITY IS LIMITED AS FOLLOWS:

COVERAGES A AND C. THE TOTAL LIABILITY OF THE COMPANY FOR ALL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF CONSORTIUM, LOSS OF ASSISTANCE, LOSS OF SERVICES, LOSS OF CARE, LOSS OF EARNINGS, LOSS OF SUPPORT, MENTAL ANGUISH, GRIEF AND INFLECTION OF EMOTIONAL DISTRESS, REGARDLESS OF WHO MAKES THE CLAIM, ARISING FROM, DERIVING FROM, RELATED TO OR BECAUSE OF BODILY INJURY SUSTAINED BY ANY PERSON AS THE RESULT OF ANY ONE OCCURRENCE SHALL NOT EXCEED THE LIMIT OF LIABILITY STATED IN THE DECLARATIONS AS APPLICABLE TO "EACH PERSON". SUBJECT TO THE ABOVE PROVISION RESPECTING "EACH PERSON", THE TOTAL LIABILITY OF THE COMPANY FOR BODILY INJURY TO PERSONS OR PASSENGERS AND PROPERTY DAMAGE FOR ONE OCCURRENCE SHALL NOT EXCEED THE LIMIT OF LIABILITY STATED IN THE DECLARATIONS AS APPLICABLE TO "EACH OCCURRENCE".

COVERAGE B. THE TOTAL LIABILITY OF THE COMPANY FOR ALL DAMAGES BECAUSE OF ALL PROPERTY DAMAGE SUSTAINED BY ONE OR MORE PERSONS OR ORGANIZATIONS AS THE RESULT OF ANY ONE OCCURRENCE SHALL NOT EXCEED THE LIMIT OF LIABILITY STATED IN THE DECLARATIONS AS APPLICABLE TO "EACH OCCURRENCE".

COVERAGE D. THE TOTAL LIABILITY OF THE COMPANY FOR ALL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF CONSORTIUM, LOSS OF ASSISTANCE, LOSS OF SERVICES, LOSS OF CARE, LOSS OF EARNINGS, LOSS OF SUPPORT, MENTAL ANGUISH, GRIEF AND INFLECTION OF EMOTIONAL DISTRESS, REGARDLESS OF WHO MAKES THE CLAIM, ARISING FROM, DERIVING FROM, RELATED TO OR BECAUSE OF BODILY INJURY OR PROPERTY DAMAGE SUSTAINED BY ONE OR MORE PERSONS OR ORGANIZATIONS AS THE RESULT OF ANY ONE OCCURRENCE SHALL NOT EXCEED THE LIMIT OF LIABILITY STATED IN THE DECLARATIONS AS APPLICABLE TO "EACH OCCURRENCE".

OLD REPUBLIC INSURANCE COMPANY

AND FURTHER PROVIDED THAT IF THE DECLARATIONS ARE COMPLETED TO SHOW "PASSENGER LIABILITY LIMITED TO", THE TOTAL LIABILITY OF THE COMPANY FOR ALL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF CONSORTIUM, LOSS OF ASSISTANCE, LOSS OF SERVICES, LOSS OF CARE, LOSS OF EARNINGS, LOSS OF SUPPORT, MENTAL ANGUISH, GRIEF AND INFLECTION OF EMOTIONAL DISTRESS, REGARDLESS OF WHO MAKES THE CLAIM, ARISING FROM, DERIVING FROM, RELATED TO OR BECAUSE OF BODILY INJURY TO PASSENGERS SHALL NOT EXCEED:

- (A) AS RESPECTS ANY ONE PASSENGER, THE AMOUNT STATED IN THE DECLARATIONS AS APPLICABLE TO "EACH PERSON".
- (B) AS RESPECTS TWO OR MORE PASSENGERS, SUBJECT TO THE ABOVE PROVISIONS RESPECTING ANY ONE PASSENGER, THE AMOUNT STATED IN THE DECLARATIONS AS APPLICABLE TO "EACH PERSON" MULTIPLIED BY THE NUMBER OF PASSENGERS ON BOARD THE AIRCRAFT OR BY THE NUMBER OF PASSENGER SEATS AS STATED IN ITEM 5 FOR AIRCRAFT INVOLVED, WHICHEVER IS LESS, BUT IN NO EVENT SHALL THE TOTAL LIABILITY OF THE COMPANY FOR BODILY INJURY TO PERSONS OR PASSENGERS AND PROPERTY DAMAGE FOR ANY ONE OCCURRENCE EXCEED THE LIMIT OF LIABILITY STATED IN THE DECLARATIONS AS APPLICABLE TO "EACH OCCURRENCE".

FOR THE PURPOSE OF DETERMINING THE LIMIT OF THE COMPANY'S LIABILITY, ALL BODILY INJURY AND PROPERTY DAMAGE ARISING OUT OF CONTINUOUS OR REPEATED EXPOSURE TO SUBSTANTIALLY THE SAME GENERAL CONDITIONS SHALL BE CONSIDERED AS ARISING OUT OF ONE OCCURRENCE.

Nothing herein contained shall vary, alter, waive or extend any of the terms, provisions, representations, conditions or agreements of the policy other than as above stated.

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AUSTIN TX 78767

Date of issue

OLD REPUBLIC INSURANCE COMPANY
MECHANICAL BREAKDOWN ENDORSEMENT

IT IS AGREED THAT THE POLICY PROVISIONS - FORM AV2, PAGE 4, "EXCLUSIONS" PARAGRAPH 8.(c) IS DELETED AND REPLACED WITH (c) (i) AND (ii) BELOW:

THIS POLICY DOES NOT APPLY:

8. UNDER COVERAGES F AND G

(c) (i) TO LOSS OR DAMAGE DUE AND CONFINED TO WEAR AND TEAR, DETERIORATION, FREEZING, MECHANICAL, HYDRAULIC, PNEUMATIC, STRUCTURAL OR ELECTRICAL BREAKDOWN OR FAILURE OR MALFUNCTION, INCLUDING ANY SUCH LOSS OR DAMAGE CAUSED IN WHOLE OR IN PART BY A DEFECTIVE PRODUCT. DAMAGE CAUSED BY BREAKDOWN, FAILURE OR MALFUNCTION OF ANY ENGINE COMPONENT, ACCESSORY OR PART WILL BE CONSIDERED MECHANICAL BREAKDOWN OF THE ENTIRE ENGINE AND IS EXCLUDED. HOWEVER, IF THE ENGINE BREAKDOWN, FAILURE OR MALFUNCTION RESULTS IN DAMAGE TO THE AIRCRAFT WHICH WOULD OTHERWISE BE COVERED BY THE POLICY THE COMPANY WILL COVER THE RESULTING DAMAGE.

(ii) TO LOSS OR DAMAGE TO TIRES UNLESS CAUSED BY FIRE OR THEFT.

Nothing herein contained shall vary, alter, waive or extend any of the terms, provisions, representations, conditions or agreements of the policy other than as above stated.

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AUSTIN TX 78767

Date of issue

AIRCRAFT TURBINE ENGINE ENDORSEMENT

Damage to a turbine engine caused by an object that is not part of the engine or its accessories is foreign object damage. If such damage results from a single recorded incident noted during ground run-up or while the aircraft is in motion and the engine requires immediate repairs in compliance with the manufacturer's requirements, the damage will not be considered wear and tear and coverage will apply, subject to the in motion deductible shown in Item 5. of the Declarations. If, however, the damage is discovered at the time of inspection or overhaul, the damage must have occurred during the Policy Period.

This endorsement becomes effective to be attached to and
hereby made a part of Policy No. issued through OLD REPUBLIC
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AUSTIN TX 78767

AV464 (05/05)

PREMISES LIABILITY - AV

AV410 (09/93)

OLD REPUBLIC INSURANCE COMPANY

PASSENGER VOLUNTARY SETTLEMENT ENDORSEMENT

In consideration of an additional premium of \$Included, it is understood and agreed to provide the following coverage:

1. INSURING AGREEMENT

Regardless of legal liability, at the Named Insured's request, the Company will offer settlement in respect of death or bodily injury to passengers provided the death or bodily injury:

- (a) is caused by an occurrence, and;
- (b) arises from the ownership, maintenance or use of the aircraft shown in Item 6(b) of this endorsement, and;
- (c) would be covered under coverages C or D of this policy, whichever has been purchased by the Named Insured.

2. LIMITS OF SETTLEMENT

The "each passenger" amount shown in Item 6(c) below is the maximum the Company will offer to each passenger, subject to the scale of benefits shown in Item 6(d) below.

The amount of the benefits offered by the terms of this endorsement are a part of, and not in addition to, the limits of liability specified for coverage C - Passenger Bodily Injury Liability, or the limit of liability specified for coverage D - Single Limit Bodily Injury and Property Damage Liability, if passengers are included under coverage D.

3. ADDITIONAL DEFINITIONS

"Loss of Limb" means loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle.

"Total Loss of Sight" means loss of sight which is certified as being entire and irrecoverable by a licensed physician specializing in ophthalmology.

"Permanent Total Disablement"

- (a) with respect to passengers who are not professional pilots, means the same as "Temporary Total Disablement", or
- (b) with respect to passengers who are professional pilots, means disablement which a licensed physician certifies entirely prevents the passenger from attending to business or occupation of any and every kind.

In either case the disablement must have continued for a period of one year after the date of the occurrence after which time a licensed physician must have certified that there is no hope for improvement of the condition.

OLD REPUBLIC INSURANCE COMPANY

PASSENGER VOLUNTARY SETTLEMENT ENDORSEMENT

"Temporary Total Disablement" means disablement which a licensed physician certifies:

- (a) Entirely prevents the passenger from attending to his/her business or occupation of any and every kind, or;
- (b) If the passenger has no business or occupation, confines the passenger to hospital or home and entirely prevents him/her from attending to any of his/her duties (if any).

4. ADDITIONAL EXCLUSIONS

The Company will not offer settlement:

- (a) to any crew member unless Item 6(a) below shows that crew members are covered;
- (b) If that settlement may be used to satisfy any obligation which the insured, or their insurer, may have under any Worker's Compensation Law.

5. ADDITIONAL CONDITIONS

- (a) The Named Insured will give the Company details of any death or injury as soon as possible.
- (b) Policy Exclusion 6.(b) shall not apply with respect to the coverage afforded by this Endorsement.
- (c) The injured passenger or any person having cause for action against the insured must sign a full legal release of all claims for death or bodily injury against the insured. This release will not apply to claims for which the insured, or their insurer, may be held liable under any Worker's Compensation Law.
- (d) If the injured passenger or any person having cause for action against the insured:
 - (i) Fails to give the Company the full legal release mentioned above within thirty days of the date the Company offers settlement, the Company will consider this to be a refusal of its offer; or
 - (ii) Claims against or sues the insured after the Company has offered settlement, the Company will consider this to be a refusal of its offer.
- (e) If a passenger disappears, the Company will only assume that the passenger is dead if the body is not found within one year of the occurrence. The insured must help the Company recover any settlement it makes under this policy and must help the Company recover any settlement it makes under this condition, if the passenger is later found to be alive.

OLD REPUBLIC INSURANCE COMPANY

PASSENGER VOLUNTARY SETTLEMENT ENDORSEMENT

6. THE SCHEDULE

(a) This endorsement

X Covers crew members

Does not cover crew members

(b) Aircraft covered by this endorsement

F.A.A Reg. No.	Make and Model	Seating Capacity Passengers	Crew
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Any aircraft owned and operated by the Named Insured and covered under the above referenced policy for which a charge has been made for coverage provided by this endorsement.

(c) Limit of Settlement

\$250,000. each passenger

(d) Scale of Limits

	% of Limit Settlement
(i) Death	100%
(ii) Loss of Two Limbs	100%
(iii) Total Loss of Sight in Two Eyes	100%
(iv) Loss of One Limb and Total Loss of Sight in One Eye	100%
(v) Loss of One Limb	50%
(vi) Total Loss of Sight in One Eye	50%
(vii) Permanent Total Disablement	100%

OLD REPUBLIC INSURANCE COMPANY

PASSENGER VOLUNTARY SETTLEMENT ENDORSEMENT

As respects Temporary Total Disablement, the Company will pay up to 0.5% of the 100% limit of settlement for each week of disability but the Company will not pay:

- (A) More than 80% of the passenger's average weekly salary during the past year; nor
- (B) more than \$500 per week; nor
- (C) benefit for longer than 52 consecutive weeks from the date of disability.

Nothing herein contained shall vary, alter, waive or extend any of the terms, provisions, representations, conditions or agreements of the policy other than as above stated.

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AUSTIN TX 78767

Date of issue

UNEARNED PREMIUM INSURANCE

AV618 (11/93)

OLD REPUBLIC INSURANCE COMPANY

LOSS OF USE

IN CONSIDERATION OF AN ADDITIONAL PREMIUM OF \$Included, THE COMPANY AGREES TO PAY THE EXTRA EXPENSE INCURRED BY THE NAMED INSURED TO LEASE OR RENT A SUBSTITUTE AIRCRAFT (HEREINAFTER CALLED THE SUBSTITUTE AIRCRAFT) IN THE EVENT THE AIRCRAFT INSURED UNDER THIS POLICY (HEREINAFTER CALLED THE AIRCRAFT) IS REMOVED FROM SERVICE BECAUSE OF THE LOSS COVERED UNDER PHYSICAL DAMAGE COVERAGE F OF THE POLICY, SUBJECT TO THE FOLLOWING:

A) THIS INSURANCE DOES NOT APPLY TO:

1. ANY EXPENSE INCURRED
 - a. DURING THE SEVEN (7) DAYS FOLLOWING; OR
 - b. AFTER SIXTY (60) DAYS FOLLOWING THE DATE OF LOSS TO THE AIRCRAFT.
2. ANY EXPENSE INCURRED AFTER
 - a. THE REPAIR OF THE AIRCRAFT; OR
 - b. THE NAMED INSURED HAS ACQUIRED A REPLACEMENT FOR THE AIRCRAFT; OR
 - c. TENDER BY THE COMPANY OF PAYMENT FOR LOSS OF OR TO THE AIRCRAFT, WHICHEVER SHALL FIRST OCCUR.
3. ANY EXPENSE INCURRED AFTER THE COMPANY AND THE NAMED INSURED SHALL AGREE THAT THE AIRCRAFT INSURED FOR PHYSICAL DAMAGE COVERAGE F SHALL BE A TOTAL LOSS OR CONSTRUCTIVE TOTAL LOSS.

B) LIMIT OF LIABILITY. THE LIMIT OF THE COMPANY'S LIABILITY SHALL BE THE ACTUAL COST TO THE NAMED INSURED TO LEASE OR RENT THE SUBSTITUTE AIRCRAFT, EXCLUDING THE COST OF STORAGE, SERVICE, MAINTENANCE, REPAIRS, FUEL AND SALARIES OF CREW MEMBERS AND MECHANICS, BUT NOT TO EXCEED:

1. \$500,000. FOR EACH INSTANCE OF LOSS TO THE AIRCRAFT, BUT IN NO EVENT MORE THAN
2. \$5,000. FOR ANY ONE DAY.

C) PROOF OF LOSS. THE NAMED INSURED WILL PROVIDE THE COMPANY WITH INVOICES FOR ALL EXTRA EXPENSE AND FILE PROOF OF LOSS WITHIN NINETY (90) DAYS FOLLOWING THE DATE SUCH EXTRA EXPENSE IS INCURRED.

Nothing herein contained shall vary, alter, waive or extend any of the terms, provisions, representations, conditions or agreements of the policy other than as above stated.

This endorsement becomes effective
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INSURANCE COMPANY, issued to:

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CITY OF AUSTIN
AUSTIN POLICE DEPARTMENT
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Date of issue

CARGO LIABILITY

AV404 (09/12)

TRIP INTERRUPTION EXPENSE

A) REASONABLE EXPENSES INCURRED FOR FOOD, LODGING AND TRAVEL OF PASSENGERS (EXCLUDING EMPLOYEES AND CREW) FROM THE LOCATION WHERE THE DAMAGE OCCURRED TO THE FINAL DESTINATION OR TO THE PLACE WHERE THE AIRCRAFT ORIGINALLY DEPARTED, IF THE TRIP IS DISCONTINUED.

B) THE MAXIMUM LIMIT PAYABLE SHALL NOT EXCEED \$25,000. FOR EACH PASSENGER IN ANY ONE OCCURRENCE.

C) INVOICES FOR ALL COVERED EXPENSES MUST BE RECEIVED BY THE "AVIATION MANAGERS" WITHIN NINETY (90) DAYS FROM THE DATE YOU INCUR THE EXPENSE.

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AUSTIN TX 78767

AV455 (05/15)

OLD REPUBLIC INSURANCE COMPANY

DATE RECOGNITION EXCLUSION ENDORSEMENT

This policy does not cover any claim, damage, injury, loss, cost, expense or liability (whether in contract, tort, negligence, product liability, misrepresentation, fraud or otherwise) of any nature whatsoever arising from or occasioned by or in consequence of (whether directly or indirectly and whether wholly or partly):

- (a) the failure or inability of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) to accurately or completely process, exchange or transfer year, date or time data or information in connection with any change of year, date or time; whether on or before or after such change of year, date or time;
- (b) any implemented or attempted change or modification of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) in anticipation of or in response to any such change of year, date or time, or any advice given or services performed in connection with any such change or modification;
- (c) any non-use or unavailability for use of any property or equipment of any kind whatsoever resulting from any act, failure to act or decision of the Insured or of any third party related to any such change of year, date or time;

and any provision in this Policy concerning any duty of Insurers to investigate or defend claims shall not apply to any claims so excluded.

Nothing herein contained shall vary, alter, waive or extend any of the terms, provisions, representations, conditions or agreements of the policy other than as above stated.

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OLD REPUBLIC INSURANCE COMPANY

WAR, HI-JACKING AND OTHER PERILS EXCLUSION CLAUSE

It is agreed that exclusions 3 and 8(d) of the Policy Provisions are deleted and the following are substituted therefore:

This policy does not cover claims caused by:

- (a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power.
- (b) Any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- (c) Strikes, riots, civil commotions or labor disturbances.
- (d) Any malicious act or act of sabotage.
- (e) Confiscation, nationalization seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any Government (whether civil, military or de facto) or public or local authority.
- (f) Hi-jacking or any unlawful seizure or wrongful exercise of control of the aircraft or crew in flight (including any attempt at such seizure or control) made by any person or persons on board the aircraft acting without the consent of the insured.
- (g) All loss, cost or expense arising out of or related to, either directly or indirectly, any deliberate, unlawful act that includes, involves or is associated with, in whole or in part, the use or threatened use of, or release or threatened release or escape of, any pathogenic, biological, chemical agent, material, device or weapon, and any action taken to hinder, defend against or respond to any such activity. This exclusion applies regardless of any other cause or event that in any way contributes concurrently or in any sequence to such loss, cost or expense.

WAR, HI-JACKING AND OTHER PERILS EXCLUSION CLAUSE

Nothing herein contained shall vary, alter, waive or extend any of the terms, provisions, representations, conditions or agreements of the policy other than as above stated.

Date of issue

OLD REPUBLIC INSURANCE COMPANY

ASBESTOS EXCLUSION ENDORSEMENT

This policy shall not apply to:

1. "bodily injury", sickness, disease, occupational disease, disability, shock, death, mental anguish, mental injury, "property damage" or any other claim whatsoever arising out of or related to asbestos or the exposure to asbestos, asbestos fibers, asbestos dust, or any product or material containing asbestos or the failure of any product or material containing asbestos or the existence of asbestos in any place or thing in the atmosphere, land, or any water course or body of water;
2. any loss, cost or expense arising out of testing for, monitoring, cleaning up, containing, treating, or removing asbestos or any product or material containing asbestos;
3. any obligation to defend or indemnify due in whole or in part to any claim or suit against any "insured" alleging damages arising from or related to asbestos excluded by paragraphs 1 or 2 above.

Nothing herein contained shall vary, alter, waive or extend any of the terms, provisions, representations, conditions or agreements of the policy other than as above stated.

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Date of issue

OLD REPUBLIC INSURANCE COMPANY

AIRCRAFT HULL WAR AND ALLIED PERILS ENDORSEMENT

In consideration of the additional premium shown in the schedule forming part of this endorsement, and only as respects the insurance afforded under coverages F and/or G of this Policy, and then only as respects those aircraft shown in the schedule forming part of this endorsement, it is understood and agreed that:

1. Paragraphs (a), (c), (d), (e) and (f) of AV48C, War, Hi-Jacking and other Perils Exclusions Clause shall not apply.

Further, coverage is provided for loss of or damage to the aircraft occurring while the aircraft is outside the control of the Insured by reason of any of the above perils. The aircraft shall be deemed to have been restored to the control of the Insured on the safe return of the aircraft to the Insured at an airfield not excluded by the geographical limits of the policy, and entirely suitable for the operation of the aircraft (such safe return shall require that the aircraft be parked with engines shut down and under no duress).

2. Innocent Operators Coverage:

Exclusion 1. of the policy shall not apply to loss of or damage to the aircraft arising from the action of any government by reason of actual or alleged infringement of customs or public health regulations.

Warranted the Insured shall:

- (a) Not knowingly carry cargo incorrectly described;
- (b) Take reasonable precautions to adhere to any customs or public health regulations.

3. Extortion

This policy will also indemnify the Insured up to the applicable limit set forth in the schedule forming part of this endorsement for 90% of any payment made in respect of threats against an aircraft insured hereunder or its occupants made during the currency of this policy. It being warranted that the remaining 10% of any such payment shall be uninsured.

No payment will be made under this paragraph 3. in any territory where such insurance is not lawful. The Insured is at all times responsible for ensuring that no arrangements of any kind are made which are not permitted by the proper authorities.

4. Confiscation and Hi-Jacking Expenses

This policy will also indemnify the Insured up to the applicable limit set forth in the Schedule forming part of this endorsement for 90% of any extra expenses necessarily incurred following:

OLD REPUBLIC INSURANCE COMPANY

AIRCRAFT HULL WAR AND ALLIED PERILS ENDORSEMENT

- (a) The confiscation, nationalization, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any Government (whether civil, military or de facto) or public or local authority;
- (b) Hi-jacking or any unlawful seizure or wrongful exercise of control the aircraft or crew in flight (including any attempt at such seizure or control) made by any person or persons on board the aircraft without the consent of the insured.

It is being warranted that the remaining 10% of any such expenses shall be uninsured.

ADDITIONAL EXCLUSIONS

The insurance afforded by this endorsement does not cover loss, damage, or expense

- (i) Caused by one or any combination of any of the following:
 - (a) War (whether there be a declaration of war or not) between any of the following states: United Kingdom, United States of America, France, The Russian Federation, The People's Republic of China; nevertheless, if any aircraft is in the air when an outbreak of war occurs, this exclusion shall not apply in respect of such aircraft until the said aircraft has completed its first landing thereafter;
 - (b) Confiscation, nationalization, seizure, restraint, detention, appropriation, requisition for title or use by or under the authority of the government(s) named in item 3. of the Schedule forming part of this endorsement and/or any public or local authority under its jurisdiction;
 - (c) Any debt, failure to provide bond or security, or any other financial cause under court order or otherwise;
 - (d) The repossession or attempted repossession of the aircraft either by any title holder or arising out of any contractual agreement to which any Insured protected under this policy may be party;
 - (e) Delay, loss of use, or except as specifically provided for in paragraph 3. or 4. of this endorsement, any other consequential loss following upon loss of or damage to the aircraft or otherwise.
- (ii) Directly, or indirectly arising out of any detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter whether hostile or otherwise.

ADDITIONAL CONDITIONS

1. Should there be any material change in the nature or area of the Insured's operations, the Insured shall give immediate notice of such

OLD REPUBLIC INSURANCE COMPANY

AIRCRAFT HULL WAR AND ALLIED PERILS ENDORSEMENT

change to the Company; no claim arising subsequent to a material change over which the Insured has control shall be recoverable hereunder unless such change has been accepted by the Company. "Material Change" shall be understood to mean any change in the operation of the Insured which might reasonably be regarded by the Company as increasing its risk in degree or frequency, or reducing possibilities of recovery or subrogation.

CANCELLATION AND AUTOMATIC TERMINATION

1. (a) As respect the insurance afforded by this endorsement, the Company may give notice effective on the expiration of 7 (seven) days from mid-night GMT on the day on which notice is issued, to review the rate of premium and/or geographical limits. In the event of the review of the rate of premium and/or geographical limits not being accepted by the Insured then at the expiration of the said 7 (seven) days, this endorsement shall become cancelled at that date.

(b) Notwithstanding 1.(a) above, this endorsement is subject to automatic review by the Company of the rate of premium and/or conditions and/or geographical limits effective on the expiration of 7 (seven) days from the time of any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter wheresoever or whensoever such detonation may occur and whether or not the Insured aircraft may be directly affected. In the event of the review of the rate of premium and/or conditions and/or geographical limits not being accepted by the Insured then at the expiration of the said 7 (seven) days, this endorsement shall become cancelled at that date.

(c) This endorsement may be cancelled by the Company or the Insured giving notice not less than 7 (seven) days prior to the end of each period of three months from inception.
2. Whether or not such notice of cancellation has been given, this endorsement shall TERMINATE AUTOMATICALLY:

Upon the outbreak of war (whether there be a declaration of war or not) between any of the following states, namely, The United Kingdom, The United States of America, France, The Russian Federation, The People's Republic of China.

Provided that if any aircraft is in the air when such outbreak of war occurs then the endorsement subject to its terms and conditions and provided not otherwise cancelled, terminated or suspended, will be continued in respect of such aircraft until the said aircraft has completed its first landing thereafter.

AIRCRAFT HULL WAR AND ALLIED PERILS ENDORSEMENT

AVHWR (03/12)

OLD REPUBLIC INSURANCE COMPANY

EXTENDED COVERAGE ENDORSEMENT - AIRCRAFT LIABILITY

1. Notwithstanding the contents of the War, Hi-jacking and Other Perils Exclusion Clause (AV48C) forming part of this policy, in consideration of an additional premium of \$Included, it is hereby understood and agreed that as respects all aircraft covered hereunder, all sub-paragraphs other than (b) and (g) of Endorsement AV48C are deleted subject to all terms and conditions of this endorsement.
2. EXCLUSION applicable only to any coverage extended in respect of the deletion of sub-paragraph (a) of endorsement AV48C.

Coverage shall not include liability for damage to any form of property on the ground situated outside Canada and the United States of America unless caused by or arising out of the use of aircraft.

3. LIMITATION OF LIABILITY

The limit of Insurers' liability in respect of the coverage provided by this Endorsement shall be a sub-limit of \$25,000,000 for all "bodily injury" and "property damage" combined or the applicable Policy limit whichever is less any one occurrence and in the annual aggregate except with respect to passengers to whom the full policy limit shall apply. This sub-limit shall be included within the full policy limit and not in addition thereto.

4. AUTOMATIC TERMINATION

To the extent provided below, coverage extended by this Endorsement shall TERMINATE AUTOMATICALLY in the following circumstances:

- (i) All Coverage
 - upon the outbreak of war (whether there be a declaration of war or not) between any two or more of the following States, namely, France, the People's Republic of China, the Russian Federation, the United Kingdom, the United States of America.
- (ii) Any coverage extended in respect of the deletion of sub-paragraph (a) of endorsement AV48C
 - upon the hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter wheresoever or whensoever such detonation may occur and whether or not the Insured Aircraft may be involved.
- (iii) All coverage in respect of any of the Insured Aircraft requisitioned for either title or use
 - upon such requisition

Provided that if an Insured Aircraft is in the air when (i), (ii), or (iii) occurs, then the coverage provided by this Endorsement (unless otherwise cancelled, terminated or suspended) shall continue in respect of such an Aircraft until completion of its first landing thereafter and any passengers have disembarked.

EXTENDED COVERAGE ENDORSEMENT - AIRCRAFT LIABILITY

- (a) Review of Premium and/or Geographical Limits (7 days)
The company may give notice to review premium and/or geographical limits - such notice to become effective on the expiration of seven days from 23:59 hours GMT on the day on which notice is given.
- (b) Limited Cancellation (48 hours)
Following a hostile detonation as specified in 4 (ii) above, the company may give notice of cancellation of one or more parts of the coverage provided by paragraph 1 of this endorsement by reference to subparagraphs (c), (d), (e), (f) and/or (g) of endorsement AV48C - such notice to become effective on the expiration of forty-eight hours from 23:59 hours GMT on the day on which such notice is given.
- (c) Cancellation (7 days)
The coverage provided by this endorsement may be cancelled by either the company or the insured giving notice to become effective on the expiration of seven days from 23:59 hours GMT on the day on which such notice is given.
- (d) Notices
All notices referred to herein shall be in writing.

AV52E (01/07)

OLD REPUBLIC INSURANCE COMPANY

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

THIS AMENDMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A. In consideration of the premium charged, it is agreed that this policy is amended as follows:

This insurance does not apply to:

CERTIFIED ACTS OF TERRORISM

Any loss, damage, "bodily injury" or "property damage" that in any way, directly or indirectly, arises out of, relates to or results from a "CERTIFIED ACT OF TERRORISM" including action in hindering or defending against an actual or expected incident of a "CERTIFIED ACT OF TERRORISM".

- B. The following definitions are added:

1. For the purposes of this amendment, "any injury or damage" means any injury or damage covered under any Coverage Part to which this amendment is applicable, and includes but is not limited to "bodily injury", "property damage", personal and advertising injury, "injury" or "environmental damage" as may be defined in any applicable Coverage Part.
2. "CERTIFIED ACT OF TERRORISM" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the Terrorism Risk Insurance Act of 2002 and as amended with the Terrorism Risk Insurance Program Reauthorization Extension Act of 2007, The Federal Terrorism Risk Insurance Act of 2002, as amended, sets forth the following criteria for a "certified act of terrorism":
 - a) The act resulted in aggregate losses in excess of \$5 million; and
 - b) The act is to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals acting as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
 - c) Any certification of, or determination not to certify, an act of terrorism under this paragraph shall be final, and shall not be subject to judicial review.

OLD REPUBLIC INSURANCE COMPANY

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

- d) The Secretary may not delegate or designate to any other officer, employee, or person, any determination under this paragraph of whether, during the effective period of the Program, an act of terrorism has occurred.

C. We will not pay for "any injury or damage" caused directly or indirectly out of an act of terrorism including action in hindering, defending against, or responding to an actual or expected incident of "terrorism" when one or more of the following are attributed to an incident of TERRORISM including a CERTIFIED ACT OF TERRORISM:

1. The TERRORISM involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
2. The TERRORISM is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
3. Radioactive material is released, and it appears that one purpose of the TERRORISM was to release such material; or
4. The TERRORISM is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the TERRORISM was to release such materials.

Nothing herein contained shall vary, alter, waive or extend any of the terms, provisions, representations, conditions or agreements of the policy other than as above stated.

This endorsement becomes effective 1 _____ to be attached to and
hereby made a part of Policy No. _____ issued through OLD REPUBLIC
INSURANCE COMPANY, issued to: CITY OF AUSTIN
AUSTIN POLICE DEPARTMENT
P.O. BOX 1088
AUSTIN TX 78767

Date of issue

OLD REPUBLIC INSURANCE COMPANY
EXCEPTION FOR CERTIFIED ACTS OF TERRORISM

AMENDMENT

THIS AMENDMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

In consideration of an additional premium of \$Included, it is agreed that:

- A. The Exclusion of Terrorism is hereby removed but only as respects to "CERTIFIED ACTS OF TERRORISM" for liability coverage and/or physical damage coverage applicable to the following aircraft:

FAA Reg. No.	Year	Make & Model
--------------	------	--------------

Any aircraft owned and operated by the Named Insured and covered under the above referenced policy for which a charge has been made for coverage provided by this endorsement.

- B. With respect to any one or more "CERTIFIED ACTS OF TERRORISM", we will not pay any amounts for which we are not responsible under the terms of the federal Terrorism Risk Insurance Act of 2002 (including subsequent acts of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.
- C. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- D. THE FOLLOWING DEFINITIONS ARE ADDED:
1. For the purposes of this amendment, "any injury or damage" means any injury or damage covered under any Coverage Part to which this amendment is applicable, and includes but is not limited to "bodily injury", "property damage", and "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

OLD REPUBLIC INSURANCE COMPANY

EXCEPTION FOR CERTIFIED ACTS OF TERRORISM

2. "CERTIFIED ACT OF TERRORISM" means an act that is certificated by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002 (including subsequent acts of Congress pursuant to the Act). The Terrorism Risk Insurance Act, and as amended with the Terrorism Risk Insurance Program Reauthorization Extension Act of 2007 sets forth the following criteria for a "certified act of terrorism":

- a. The act resulted in aggregate losses in excess of \$5 million; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

E. This insurance does not apply and we will not pay for "any injury or damage" caused directly or indirectly out of an act of terrorism including action in hindering, defending against, or responding to an actual or expected incident of "terrorism" when one or more of the following are attributed to an incident of TERRORISM including a CERTIFIED ACT OF TERRORISM:

1. The TERRORISM involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
2. The TERRORISM is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
3. Radioactive material is released, and it appears that one purpose of the TERRORISM was to release such material; or
4. The TERRORISM is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the TERRORISM was to release such materials.

EXCEPTION FOR CERTIFIED ACTS OF TERRORISM

PAGE 3 OF 3

This endorsement becomes effective _____ to be attached to and
hereby made a part of Policy No. _____ issued through OLD REPUBLIC
INSURANCE COMPANY, issued to: CITY OF AUSTIN
AUSTIN POLICE DEPARTMENT
P.O. BOX 1088
AUSTIN TX 78767

CEPAM (01/07)

OLD REPUBLIC INSURANCE COMPANY
HELICOPTER DEDUCTIBLE ENDORSEMENT

IT IS AGREED THAT ITEM 5 OF THE DECLARATIONS - DESCRIPTION OF AIRCRAFT AND PHYSICAL DAMAGE COVERAGE HEREUNDER - IS AMENDED IN PART AS FOLLOWS:

THE DEDUCTIBLES ARE AMENDED TO READ AS FOLLOWS:

ROTORS NOT IN MOTION	-	NIL each claim/each aircraft
ROTORS IN MOTION AND INGESTION	-	1% of the insured value each claim/each aircraft
SLUNG LOAD USE	-	1% of the insured value each claim/each aircraft

NOTWITHSTANDING ITEM 5 OF THE DECLARATIONS, THE ABOVE DEDUCTIBLES SHALL ALSO APPLY TO FIRE AND THEFT

Nothing herein contained shall vary, alter, waive or extend any of the terms, provisions, representations, conditions or agreements of the policy other than as above stated.

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INSURANCE COMPANY, issued to:	CITY OF AUSTIN
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	P.O. BOX 1088
	AUSTIN
	TX 78767

Date of issue

OLD REPUBLIC INSURANCE COMPANY

AIRCRAFT PERSONAL INJURY LIABILITY INSURANCE

1. THE FOLLOWING COVERAGE IS ADDED TO INSURING AGREEMENT 1. LIABILITY COVERAGES.

AIRCRAFT PERSONAL INJURY LIABILITY COVERAGE. TO PAY ON BEHALF OF THE INSURED ALL SUMS WHICH THE INSURED SHALL BECOME LEGALLY OBLIGATED TO PAY AS DAMAGES BECAUSE OF "PERSONAL INJURY" CAUSED BY AN OFFENSE BUT ONLY IF:

THE OFFENSE WAS COMMITTED OR ALLEGED TO HAVE BEEN COMMITTED UNINTENTIONALLY BY THE INSURED OR ANY OF THE INSURED'S EMPLOYEES WHILE ENGAGED IN THEIR EMPLOYMENT BY THE INSURED; AND

THE OFFENSE WAS COMMITTED OR ALLEGED TO HAVE BEEN COMMITTED DURING THE POLICY PERIOD AND WITHIN THE TERRITORY DESCRIBED UNDER INSURING AGREEMENT V; AND

THE OFFENSE ARISES OUT OF THE OWNERSHIP, MAINTENANCE OR USE OF THE AIRCRAFT IDENTIFIED UNDER ITEM 4 OF THE DECLARATIONS OR UNDER A NON-OWNERSHIP ENDORSEMENT, IF THE POLICY IS ENDORSED WITH A NON-OWNERSHIP ENDORSEMENT.

2. THE PROVISIONS OF INSURING AGREEMENT 1. - DEFENSE, SETTLEMENT AND SUPPLEMENTARY PAYMENTS SHALL ALSO APPLY TO THIS COVERAGE.
3. THE FOLLOWING ADDITIONAL EXCLUSIONS APPLY TO THIS COVERAGE.

THE COVERAGE PROVIDED DOES NOT APPLY TO:

a. "PERSONAL INJURY"

- (1) ARISING FROM ADVERTISING, PUBLISHING, BROADCASTING OR TELECASTING THE INSURED'S GOODS, PRODUCTS OR SERVICES;
- (2) ARISING OUT OF ORAL OR WRITTEN PUBLICATION OF MATERIAL, IF DONE BY OR AT THE DIRECTION OF THE INSURED WITH KNOWLEDGE OF ITS FALSITY;
- (3) ARISING OUT OF ORAL OR WRITTEN PUBLICATION OF MATERIAL WHOSE FIRST PUBLICATION TOOK PLACE BEFORE THE BEGINNING OF THE POLICY PERIOD;
- (4) ARISING OUT OF THE WILLFUL VIOLATION OF A PENAL STATUTE OR ORDINANCE COMMITTED BY OR WITH THE CONSENT OF THE INSURED; OR
- (5) FOR WHICH THE INSURED HAS ASSUMED LIABILITY IN A CONTRACT OR AGREEMENT. THIS EXCLUSION DOES NOT APPLY TO LIABILITY FOR DAMAGES THAT THE INSURED WOULD HAVE IN THE ABSENCE OF THE CONTRACT OR AGREEMENT.

OLD REPUBLIC INSURANCE COMPANY

AIRCRAFT PERSONAL INJURY LIABILITY INSURANCE

(6) SUSTAINED BY THE NAMED INSURED STATED IN ITEM 1 OF THE DECLARATIONS.

b. ANY OFFENSE WHICH WAS COMMITTED OR ALLEGED TO HAVE BEEN COMMITTED IN ANY STATE WHICH DOES NOT RECOGNIZE A CAUSE OF ACTION FOR THAT OFFENSE BASED IN NEGLIGENCE.

4. THE FOLLOWING IS ADDED TO LIMIT OF COMPANY'S LIABILITY:

LIMIT OF INSURANCE

(1) THE LIMITS OF INSURANCE SHOWN IN THE SCHEDULE OF THIS ENDORSEMENT FOR ANY ONE OFFENSE AND THE RULES BELOW FIX THE MOST WE WILL PAY REGARDLESS OF THE NUMBER OF:

- (a) INSUREDS;
- (b) CLAIMS MADE OR "SUITS" BROUGHT; OR
- (c) PERSONS OR ORGANIZATIONS MAKING CLAIMS OR BRINGING "SUITS".

(2) THE PERSONAL INJURY AGGREGATE LIMIT SHOWN IN THE SCHEDULE OF THIS ENDORSEMENT IS THE MOST WE WILL PAY UNDER THIS ENDORSEMENT FOR THE SUM OF ALL DAMAGES BECAUSE OF "PERSONAL INJURY".

THE AGGREGATE LIMITS OF THIS ENDORSEMENT APPLY SEPARATELY TO EACH CONSECUTIVE ANNUAL PERIOD AND TO ANY REMAINING PERIOD OF LESS THAN 12 MONTHS, STARTING WITH THE BEGINNING OF THE POLICY PERIOD SHOWN IN THE DECLARATIONS, UNLESS THE POLICY PERIOD IS EXTENDED AFTER ISSUANCE FOR AN ADDITIONAL PERIOD OF LESS THAN 12 MONTHS. IN THAT CASE, THE ADDITIONAL PERIOD WILL BE DEEMED PART OF THE LAST PRECEDING PERIOD FOR PURPOSES OF DETERMINING THE LIMITS OF INSURANCE.

THE LIMITS OF INSURANCE UNDER THIS ENDORSEMENT ARE PART OF THE LIMITS SHOWN UNDER ITEM 4 OF THE DECLARATIONS AND NOT IN ADDITION THERETO.

5. THE SEVERABILITY OF INTEREST CLAUSE THAT IS APPLICABLE TO COVERAGES A, B, C AND D APPLIES ALSO TO THIS COVERAGE.

6. THE FOLLOWING DEFINITION IS ADDED:

WHEN APPEARING IN THIS POLICY OR ENDORSEMENT ADDED THERETO "PERSONAL INJURY" MEANS INJURY, OTHER THAN "BODILY INJURY", ARISING OUT OF ONE OR MORE OF THE FOLLOWING OFFENSES:

- a. MISTAKEN ARREST, DETENTION OR IMPRISONMENT;
- b. MALICIOUS PROSECUTION;
- c. THE WRONGFUL EVICTION FROM, WRONGFUL ENTRY INTO, OR INVASION OF THE RIGHT OF PRIVATE OCCUPANCY OF A ROOM, DWELLING OR PREMISES THAT A PERSON OCCUPIES BY OR ON BEHALF OF ITS OWNER, LANDLORD OR LESSOR;

OLD REPUBLIC INSURANCE COMPANY

AIRCRAFT PERSONAL INJURY LIABILITY INSURANCE

- d. ORAL OR WRITTEN PUBLICATION OF MATERIAL THAT SLANDERS OR LIBELS A PERSON OR ORGANIZATION OR DISPARAGES A PERSON'S OR ORGANIZATION'S GOODS, PRODUCTS OR SERVICES;
- e. ORAL OR WRITTEN PUBLICATION OF MATERIAL THAT VIOLATES A PERSON'S RIGHT OF PRIVACY; OR
- f. MISDIRECTION OF A PASSENGER BY AN INSURED TO THE WRONG AIRCRAFT, AUTOMOBILE OR OTHER CONNECTING TRANSPORTATION.

THE OFFENSES DESCRIBED IN THIS DEFINITION DO NOT INCLUDE PERSONAL INJURY ARISING OUT OF THE EMPLOYMENT, PAST EMPLOYMENT OR FUTURE EMPLOYMENT OF A PERSON BY ANY INSURED.

7. THE FOLLOWING CONDITION IS ADDED:

OTHER INSURANCE

THE LIMITS OF INSURANCE PROVIDED BY THIS ENDORSEMENT IS EXCESS OVER ANY OTHER INSURANCE, WHETHER PRIMARY, EXCESS, CONTINGENT OR ON ANY OTHER BASIS. WHEN THIS INSURANCE IS EXCESS, WE WILL HAVE NO DUTY TO DEFEND ANY CLAIM OR "SUIT" THAT ANY OTHER INSURER HAS A DUTY TO DEFEND. IF NO OTHER INSURER DEFENDS, WE WILL UNDERTAKE TO DO SO, BUT WE WILL BE ENTITLED TO THE INSURED'S RIGHTS AGAINST ALL THOSE OTHER INSURERS.

WHEN THIS INSURANCE IS EXCESS OVER OTHER INSURANCE, WE WILL PAY ONLY OUR SHARE OF THE AMOUNT OF LOSS, IF ANY, THAT EXCEEDS THE SUM OF:

- (1) THE TOTAL AMOUNT THAT ALL SUCH OTHER INSURANCE WOULD PAY FOR THE LOSS IN THE ABSENCE OF THIS INSURANCE; AND
- (2) THE TOTAL OF ALL DEDUCTIBLE AND SELF-INSURED AMOUNTS UNDER ALL THAT OTHER INSURANCE.

WE WILL SHARE THE REMAINING LOSS, IF ANY, WITH ANY OTHER INSURANCE THAT IS NOT DESCRIBED IN THIS EXCESS INSURANCE PROVISION AND WAS NOT BOUGHT SPECIFICALLY TO APPLY IN EXCESS OF THE LIMITS OF INSURANCE SHOWN IN THE DECLARATIONS OF THE POLICY.

OLD REPUBLIC INSURANCE COMPANY
AIRCRAFT PERSONAL INJURY LIABILITY INSURANCE

SCHEDULE

AIRCRAFT PERSONAL INJURY LIABILITY

LIMITS OF INSURANCE	\$25,000,000. ANY ONE OFFENSE
	\$25,000,000. AGGREGATE
ADDITIONAL PREMIUM	\$Included

Nothing herein contained shall vary, alter, waive or extend any of the terms, provisions, representations, conditions or agreements of the policy other than as above stated.

This endorsement becomes effective	to be attached to and
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INSURANCE COMPANY, issued to:	CITY OF AUSTIN
	AUSTIN POLICE DEPARTMENT
	P.O. BOX 1088
	AUSTIN TX 78767

Date of issue

AV439 (10/03)

OLD REPUBLIC INSURANCE COMPANY

MANUSCRIPT

PA402-01

With respect to N21475, N1240W, N6227 and N67662:

In consideration of the premium charged, it is agreed that paragraph (C) of Endorsement AV730 is deleted in its entirety.

Nothing herein contained shall vary, alter, waive or extend any of the terms, provisions, representations, conditions or agreements of the policy other than as above stated.

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INSURANCE COMPANY, issued to: CITY OF AUSTIN
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P.O. BOX 1088
AUSTIN TX 78767

Date of issue

PA402 (09/92)

OLD REPUBLIC INSURANCE COMPANY

MANUSCRIPT

PA402-02

With respect to Cessna 182 N21475, it is agreed that:

Purpose of use as shown in Item 7 of the Declarations is changed to include the following:

Student flight instruction of Tom Lopatoski, Michael Hankemeier, Steven Lindsay, Kurt Wernicke and Shane Kirk.

It is further agreed that during the student flight training of the above named pilots, the limit of liability as shown in Item 4 of the Declarations is changed to read:

D. Single limit bodily injury, including
passengers, and property damage: \$5,000,000. each occurrence

Nothing herein contained shall vary, alter, waive or extend any of the terms, provisions, representations, conditions or agreements of the policy other than as above stated.

This endorsement becomes effective
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INSURANCE COMPANY, issued to: CITY OF AUSTIN
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AUSTIN TX 78767

Date of issue

PA402 (09/92)

OLD REPUBLIC INSURANCE COMPANY

MANUSCRIPT

PA402-03

MUTUAL AID

It is agreed that:

Coverage provided hereunder includes Mutual Aid agreements in and out of the State of Texas.

Nothing herein contained shall vary, alter, waive or extend any of the terms, provisions, representations, conditions or agreements of the policy other than as above stated.

This endorsement becomes effective _____ to be attached to and
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AUSTIN TX 78767

Date of issue

PA402 (09/92)

OLD REPUBLIC INSURANCE COMPANY

MANUSCRIPT

PA402-04

ON AIRPORT PREMISES AUTOMOBILE ENDORSEMENT

It is agreed that:

Item 4. of the Declarations - Liability Coverages - is extended to include "bodiy Injury" and "property damage" caused by an "occurrence" during the policy period arising out of your ownership, maintenance or use of any "automobile", and only while on an airport premises occupied by the Named Insured.

The limit of liability provided by this endorsement shall read as follows:

Limit of liability as shown on policy.

"Automobile" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment, but automobile does not include mobile equipment.

Coverage provided by this endorsement excludes any claims and/or losses when the "automobile" is off an airport premises or while on any public road or highway.

The coverage limits afforded hereunder shall be included within and not in addition to the limits applicable to the Named Insured.

Coverage provided by this endorsement shall be excess over any other valid and collectible insurance.

Nothing herein contained shall vary, alter, waive or extend any of the terms, provisions, representations, conditions or agreements of the policy other than as above stated.

This endorsement becomes effective
hereby made a part of Policy No.
INSURANCE COMPANY, issued to:

to be attached to and
issued through OLD REPUBLIC
CITY OF AUSTIN
AUSTIN POLICE DEPARTMENT
P.O. BOX 1088
AUSTIN TX 78767

Date of issue

PA402 (09/92)

OLD REPUBLIC INSURANCE COMPANY

MANUSCRIPT

PA402-05

MECHANIC TOOL AMENDMENT

It is agreed that:

This insurance is extended to cover tools owned by the Named Insured's employee mechanics against direct and accidental physical loss or damage from external causes while the tools are in the Named Insured's care, custody and control.

LIMITS OF LIABILITY

The Company will not be liable for more than the actual cash value of any insured tool, but in no event will the Company pay more than \$100,000. each occurrence subject however to a deductible of NIL each occurrence.

EXCLUSIONS

This coverage does not apply to liability arising from loss or damage resulting from:

1. wear and tear, deterioration, rust or inherent vice;
2. delay, depreciation or loss of use; or inherent vice;
3. mechanical, electrical, hydraulic, pneumatic or structural breakdown or failure;
4. artificial electric current;
5. extremes of temperature and humidity;
6. infidelity or dishonesty of the insured or anyone in the service of the insured;
7. mysterious disappearance or loss or shortage disclosed upon taking inventory;
8. wrongful taking or secretion by any person or organization;
9. failure to save and protect covered property from further loss or harm after an occurrence to which this amendment applies.

Nothing herein contained shall vary, alter, waive or extend any of the terms, provisions, representations, conditions or agreements of the policy other than as above stated.

This endorsement becomes effective
hereby made a part of Policy No.
INSURANCE COMPANY, issued to:

to be attached to and
issued through OLD REPUBLIC
CITY OF AUSTIN
AUSTIN POLICE DEPARTMENT
P.O. BOX 1088
AUSTIN TX 78767

Date of issue

OLD REPUBLIC INSURANCE COMPANY

MANUSCRIPT

PA402-06

EMERGENCY LANDING

It is agreed that:

Item 4. (b) under Liability Coverages of AV431 is deleted and replaced with the following:

It is agreed that if the aircraft is forced to land away from an airport due to an emergency, the Company will reimburse reasonable expenses (up to the insured value of the aircraft) to have the aircraft transported to the nearest airport, even if there is no physical damage to the aircraft.

Nothing herein contained shall vary, alter, waive or extend any of the terms, provisions, representations, conditions or agreements of the policy other than as above stated.

This endorsement becomes effective _____ ; to be attached to and
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AUSTIN TX 78767

Date of issue

PA402 (09/92)

LIMITS OF THE COMPANY'S LIABILITY
COVERAGE F AND G

AV310 (01/98)

IT IS AGREED THAT THIS POLICY DOES NOT APPLY TO:

- Nothing herein contained shall vary, alter, waive or extend any of the terms, provisions, representations, conditions or agreements of the policy other than as above stated.

PA372 (03/02)

GOVERNMENTAL IMMUNITY

AV438 (08/97)

OLD REPUBLIC INSURANCE COMPANY

UNINTENTIONAL FAILURE TO REPORT

It is understood and agreed that any unintentional error or failure on the part of the "insured" to disclose facts to the Company shall not be a basis for the denial of any coverage, provided that it is corrected as soon as the circumstance comes to the attention of Risk Management.

Nothing herein contained shall vary, alter, waive or extend any of the terms, provisions, representations, conditions or agreements of the policy other than as above stated.

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AUSTIN TX 78767

Date of issue

OLD REPUBLIC INSURANCE COMPANY

NOISE AND POLLUTION AND OTHER PERILS EXCLUSION CLAUSE

It is agreed that the exclusion pertaining to noise and pollution found elsewhere in this policy is deleted and the following substituted therefor:

1. This policy does not cover claims directly or indirectly occasioned by, happening through or in consequence of:

- (a) noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith,
- (b) pollution and contamination of any kind whatsoever,
- (c) electrical and electromagnetic interference,
- (d) interference with the use of property;

unless caused by or resulting in a crash fire explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.

2. With respect to any provision in the policy concerning any duty of Underwriters to investigate or defend claims, such provision shall not apply and Underwriters shall not be required to defend

- (a) claims excluded by Paragraph 1 or
- (b) a claim or claims covered by the policy when combined with any claims excluded by Paragraph 1 (referred to below as "Combined Claims").

3. In respect of any Combined Claims, Underwriters shall (subject to proof of loss and the limits of the policy) reimburse the Insured for that portion of the following items which may be allocated to the claims covered by the policy:

- (i) damages awarded against the Insured and
- (ii) defense fees and expenses incurred by the Insured.

4. Nothing herein shall override any radioactive contamination or other exclusion clause attached to or forming part of this policy. Nothing herein contained shall vary, alter, waive or extend any of the terms, provisions, representations, conditions or agreements of the policy other than as above stated.

This endorsement becomes effective _____ to be attached to and
hereby made a part of Policy No. _____ issued through OLD REPUBLIC
INSURANCE COMPANY, issued to: CITY OF AUSTIN
AUSTIN POLICE DEPARTMENT
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AUSTIN TX 78767

Date of issue

OLD REPUBLIC INSURANCE COMPANY

AIRPORT PREMISES/MOBILE EQUIPMENT ENDORSEMENT

In consideration of an additional premium of \$Included, it is agreed that Item 4. of the Declarations - Liability Coverages - is extended to include bodily injury and property damage caused by an occurrence during the policy period arising out of the ownership, maintenance or use of mobile equipment.

It is further agreed that mobile equipment shall be defined as:

Any land vehicle (including any machinery or apparatus attached), whether or not self propelled, used in connection with the maintenance or operation of aircraft or premises that is:

1. not subject to motor vehicle registration;
2. used exclusively on premises owned by or rented to the Named Insured including the roadway or property immediately adjoining; or
3. designed for use principally on public roads.

Coverage under this Endorsement shall be excess over any other valid and collectible insurance.

Nothing herein contained shall vary, alter, waive or extend any of the terms, provisions, representations, conditions or agreements of the policy other than as above stated.

This endorsement becomes effective _____ to be attached to and
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P.O. BOX 1088
AUSTIN TX 78767

Date of issue

OLD REPUBLIC INSURANCE COMPANY
LIMITED ENHANCED COVERAGE ENDORSEMENT

In consideration of an additional premium of \$Included, it is understood and agreed that the following changes are made to this policy:

Under All Coverages:

1. Insuring Agreement V. (Policy Period, Territory) is amended to read as follows:

This policy applies only to bodily injury and property damage which occurs, and to physical damage losses to aircraft which are sustained during the policy period, while the aircraft is anywhere in the World.

2. While the aircraft is in the care, custody or control of an F.A.A. approved repair station for the purpose of maintenance or repair, the pilot qualifications set forth in this policy with respect to that aircraft will not apply, provided that the Insured does nothing to affect the Company's rights of subrogation as set forth in Condition 16 of this policy.

Under Liability Coverages:

1. Wherever the term "the ownership, maintenance or use of the aircraft" appears with respect to liability coverages, the same is deemed deleted and replaced with the following:

- (a) the ownership, maintenance or use of the aircraft; or
- (b) the sale of aircraft shown in the declarations.

However, it is specifically agreed that no coverage whatsoever shall apply under this endorsement if the aircraft is sold to:

1. Any subsequent owners beyond the initial purchaser to whom you sell.
2. Any person or organization engaged in the business of aircraft sales, aircraft rental, commercial flying service or flying school.

2. Paragraph (a) of policy exclusion 5 is deleted and replaced with the following:

- (a) to liability assumed by the Insured under any contract or agreement:
 - A. Which will benefit passengers or their heirs; or
 - B. Which will benefit any manufacturer of an aircraft shown in the Declarations; or
 - C. With respect to any occurrence resulting from a major alteration or repair to the aircraft; or

OLD REPUBLIC INSURANCE COMPANY
LIMITED ENHANCED COVERAGE ENDORSEMENT

- D. Which is an oral agreement between the Insured and another party, unless required by statute or ordinance or by any rule or regulation made by any federal, state, county or municipal authority as a condition of use of any airport or airport facility or is between the Named Insured and a hangar or airport manager that pertains to the temporary storage or minor servicing of the aircraft when away from its regular base.

This exclusion 5(a) does not apply to any legal liability which would have existed had the agreement not been signed.

The Insured agrees to forward copies of all agreements for which insurance is provided under the above (with the exception of those with respect to use of airports or airport facilities) within thirty days of receipt by the Insured.

3. With respect to policy exclusion 7:

- (a) Paragraph (a) is amended to read:

Damages not exceeding \$25,000. for damage or loss of the personal effects of any passenger in any one occurrence.

- (b) Paragraph (b) is amended to read:

Damages not exceeding \$500,000. any one occurrence for damage to hangars, or their contents, not owned by the Named Insured.

4. In the event of an emergency likely to result in an occurrence, the Company will reimburse the Named Insured for:

- (a) the application of fire retardant foam to runways or aircraft, but the Company will not pay more than \$1,000,000. each emergency;
- (b) expenses paid to an airport or governmental authority in connection with an emergency landing, but the Company will not pay more than \$500,000. each emergency landing.

Payments made by the Company under this paragraph 4. are included within the limit of liability for coverage B or D as applicable.

5. With the prior approval of the Company, the Company will pay up to \$1,000,000. each occurrence with respect to search and rescue operations begun by the Insured after the termination of search and rescue operations by the responsible government body.

Payments made by the Company under this paragraph 5. are included within the limit of liability for coverage B or D as applicable.

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6. The liability coverages afforded by this policy are extended to apply to the use by, or on behalf of, the Named Insured of any aircraft which:
- (a) Is not owned in whole or in part by the Named Insured;
 - (b) has a Standard Airworthiness Certificate;
 - (c) has a certificated gross take off weight of no more than 12,500 lbs.;
 - (d) has a maximum of fifteen (15) seats, including crew.

Such insurance as is afforded by this paragraph 6. is subject to the following conditions:

- (1) This insurance shall be excess over any other insurance available to the Named Insured;
- (2) Policy exclusion 7 shall not apply to property damage to the non owned aircraft, however, such insurance as afforded by this paragraph(2) is limited to \$1,000,000. each occurrence, less a deductible of NIL each and every not in motion loss or NIL each and every in motion loss.
- (3) Special Insuring Agreements entitled "Automatic Attachment for Newly Acquired Aircraft" and "Use of Other Aircraft" are deleted in their entirety.

Under Aircraft Physical Damage Coverages:

1. Aircraft Spare Parts Coverage

The Physical Damage Coverage provided by this policy is extended to apply to aircraft spare parts or equipment owned by the Named Insured. The limit of the Company's liability under this coverage shall not exceed \$1,000,000. any one location and any one occurrence, subject to a deductible of NIL each occurrence.

As respects the aircraft spare parts coverage provided by this extension, the following additional exclusions shall apply.

This extension does not apply to:

- (a) Loss of or damage to any property occurring at any time after the commencement of the operation of fitting such property to or placing such property on board an aircraft.
- (b) Loss of or damage to any engine occurring during the running or testing thereof.
- (c) Mechanical or electrical breakdown or derangement.

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- (d) Loss of or damage to any property defined under this policy as "aircraft".
- (e) Property of others in care of the insured.
- (f) Mysterious disappearance or unexplained loss or shortage discovered upon taking inventory.
- (g) Loss or damage caused by or resulting from neglect of the Insured to use reasonable means to save and preserve the property at the time of and after any loss or damage.
- (h) Loss or damage to any tools.

It is a condition of this aircraft spare parts extension that the Insured shall keep a proper record of all items of property insured under this coverage and the value of each item.

2. Hull No Claims Bonus On Renewal

If the Named Insured has purchased insurance under coverage F of this policy and there are no claims made under coverage F and this policy is renewed with the Company, then the Company will return to the Named Insured an amount equal to 15% of the earned premium for coverage F.

3. Extra Expenses For Temporary Replacement Parts

If the aircraft sustains physical damage which is covered under this policy, but is not a total loss, the Company will reimburse the Named Insured for expenses incurred for leasing or renting temporary replacement component parts, including the cost of installation, removal and transportation for the period required for repair of the original damaged component part or parts, provided the estimated period necessary for repair exceeds ten days. The Company will not pay more than \$250,000. for all costs under this coverage.

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4. Automatic Insurance For Newly Acquired Aircraft

The provisions of Special Insuring Agreement III are extended to apply to Coverage F, with the additional proviso that the Insured Value of the newly acquired aircraft must not be greater than that of an aircraft currently shown in the Declarations.

Nothing herein contained shall vary, alter, waive or extend any of the terms, provisions, representations, conditions or agreements of the policy other than as above stated.

This endorsement becomes effective _____ to be attached to and
hereby made a part of Policy No. _____ issued through OLD REPUBLIC
INSURANCE COMPANY, issued to: CITY OF AUSTIN
AUSTIN POLICE DEPARTMENT
P.O. BOX 1088
AUSTIN TX 78767

Date of issue

OLD REPUBLIC INSURANCE COMPANY

KNOWLEDGE AND CONSENT

IT IS AGREED THAT EXCLUSION 2. OF THE POLICY IS AMENDED IN PART TO READ AS FOLLOWS:

2. TO ANY INSURED WHILE THE AIRCRAFT IS IN FLIGHT WITH THE KNOWLEDGE AND CONSENT OF SUCH INSURED OR OF ANY EXECUTIVE OFFICER, PARTNER OR MANAGING AGENT OF SUCH INSURED
- (a) IF PILOTED BY OTHER THAN THE PILOT OR PILOTS DESIGNATED IN THE DECLARATIONS;
 - (b) IF PILOTED BY A PILOT NOT PROPERLY CERTIFICATED, QUALIFIED AND RATED UNDER THE CURRENT APPLICABLE FEDERAL AIR REGULATIONS FOR THE OPERATION INVOLVED, WHETHER OR NOT SAID PILOT IS DESIGNATED IN THE DECLARATIONS;
 - (c) IF THE AIRWORTHINESS CERTIFICATE OF THE AIRCRAFT IS NOT IN FULL FORCE AND EFFECT;
 - (d) IF THE AIRCRAFT HAS NOT BEEN SUBJECTED TO APPROPRIATE AIRWORTHINESS INSPECTION(S) AS REQUIRED UNDER CURRENT APPLICABLE FEDERAL AIR REGULATIONS FOR THE OPERATION INVOLVED.

Nothing herein contained shall vary, alter, waive or extend any of the terms, provisions, representations, conditions or agreements of the policy other than as above stated.

This endorsement becomes effective _____, to be attached to and
hereby made a part of Policy No. _____ issued through OLD REPUBLIC
INSURANCE COMPANY, issued to: CITY OF AUSTIN
AUSTIN POLICE DEPARTMENT
P.O. BOX 1088
AUSTIN TX 78767

Date of issue

OLD REPUBLIC INSURANCE COMPANY

NUCLEAR RISKS EXCLUSION CLAUSE

This Policy does not cover:

- (i) loss of or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (ii) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from:

- (a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- (b) ionizing radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.

Nothing herein contained shall vary, alter, waive or extend any of the terms, provisions, representations, conditions or agreements of the policy other than as above stated.

This endorsement becomes effective _____ to be attached to and
hereby made a part of Policy No. _____ issued through OLD REPUBLIC
INSURANCE COMPANY, issued to: CITY OF AUSTIN
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P.O. BOX 1088
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OLD REPUBLIC INSURANCE COMPANY

MEXICO - WARNING

THIS IS A WARNING - PLEASE READ IT CAREFULLY.

Even though the coverage territory under this policy may include Mexico, you are strongly encouraged to purchase a separate Mexican liability insurance policy through a Mexican insurance company for any travel to Mexico or through Mexican airspace.

You may be detained for hours or spend many days in jail if you do not carry the recommended policy aboard your aircraft and provide proof of coverage when requested by the Mexican authorities.

It is recommended that you purchase this coverage from a Company licensed under the laws of Mexico to write such insurance to mitigate any potential complications or other penalties possible under the laws of Mexico, including the possible impoundment of your aircraft.

AVIATION POLICY

POLICY PROVISIONS—FORM - AV2

Old Republic Insurance Company, a stock insurance company (hereinafter called the Company), in consideration of payment of the premium and in reliance upon the statements in the Declarations and subject to the Limits of Liability, Exclusions, Conditions and all other terms of the Policy, agrees with the Named Insured identified in the Declarations Page herein as follows:

INSURING AGREEMENTS

I. LIABILITY COVERAGES

Coverage A—Bodily Injury Liability Excluding Passengers-To pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages because of bodily injury sustained by any person excluding any passenger.

Coverage B—Property Damage Liability-To pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages because of property damage.

Coverage C—Passenger Bodily Injury Liability-To pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages because of bodily injury sustained by any passenger.

Coverage D—Single Limit Bodily Injury and Property Damage Liability-To pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages because of bodily injury sustained by any person (excluding any passenger unless the words "Including Passengers" appear in Item 4 of the Declarations) and property damage.

caused by an occurrence and arising out of the ownership, maintenance or use of the aircraft; and if the purpose of use stated in Item 7 of the Declarations is "Pleasure and Business" Coverages A, B and D shall apply to an occurrence arising out of the maintenance or use of the premises in or upon which the aircraft is stored.

II. EXPENSES FOR MEDICAL SERVICES COVERAGE

Coverage E—Expenses for Medical Services-To pay all reasonable medical expense incurred within one year from the date of injury, to or for each passenger who sustains bodily injury caused by an occurrence, provided the aircraft is being used by or with the express permission of the Named Insured.

III. PHYSICAL DAMAGE COVERAGES

Coverage F—All Risk Basis-To pay for any physical damage to or loss of the aircraft, including disappearance of the aircraft.

Coverage G—All Risk Basis Not In Motion-To pay for any physical damage to or loss of the aircraft sustained while the aircraft is not in motion and which is not the result of fire or explosion following crash or collision while the aircraft was in motion.

IV. DEFENSE, SETTLEMENT AND SUPPLEMENTARY PAYMENTS

Coverages A, B, C, and D

The Company shall have the right and duty to defend any suit against the Insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent. It may make such investigation and settlements of any claim or Suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any Suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

During such time as the Company is obligated to defend a claim or claims under the provisions of the preceding paragraph, the Company will pay with respect to such claim, in addition to the applicable limits of liability:

- (a) all expenses incurred by the Company, all costs taxed against the Insured in any suit defended by the Company and all interest accruing after judgment upon that portion of the judgment falling within the Policy limits before the Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the Company's liability thereon;

- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy and the cost of bail bonds required of the Insured because of an occurrence or violation of law or a regulation for civil aviation arising out of the use of the aircraft, not to exceed \$250 per bail bond, but the Company shall have no obligation to apply for or furnish any such bonds;
- (c) expenses incurred by the Insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;
- (d) all reasonable expenses incurred by the Insured at the Company's request, other than for loss of earnings or for wages or salaries of employees of the Insured.

V. POLICY PERIOD, TERRITORY (All Coverages)

This policy applies only to bodily injury or property damage which occurs, and to physical damage losses to the aircraft which are sustained during the policy period, while the aircraft is within the United States of America, Canada or Mexico, or while being transported between ports thereof.

VI. TWO OR MORE AIRCRAFT

All Coverages

When two or more aircraft are insured under this policy the terms of this policy shall apply separately to each.

SPECIAL INSURING AGREEMENTS

(APPLICABLE ONLY IF THE PURPOSE OF USE SHOWN IN ITEM 7 IS LIMITED TO PLEASURE AND BUSINESS)

I. TEMPORARY USE OF SUBSTITUTE AIRCRAFT (Coverages A, B, C, D and E)

Solely with respect to the liability of the Named Insured: While an aircraft described in Item 5 of the Declarations is withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction, such insurance as is afforded under Coverages A, B, C, D and E is extended to apply with respect to the use, by or on behalf of the Named Insured of any other aircraft bearing a "Standard" airworthiness certificate, not owned in whole or in part by the Named Insured, while temporarily used as a substitute therefor.

In the event that the aircraft has a passenger capacity greater than that of any aircraft listed in the Declarations, then the Company's liability under Coverage D for passenger claims shall be determined in accordance with the provisions of the "Limit of Company's Liability" section of this policy, as if the aircraft involved had the same seating capacity as that aircraft listed in the Declarations which has the greatest seating capacity.

II. USE OF OTHER AIRCRAFT (Coverages A, B, C, D and E)

If the Named Insured is one individual or, one individual and spouse, such insurance as is afforded under Coverages A, B, C, D and E with respect to the aircraft described in Item 5 of the Declarations is extended to apply with respect to the use, by or on behalf of the Named Insured, of any other aircraft bearing a "Standard" airworthiness certificate not owned in whole or in part by, or furnished for regular use to, such Named Insured and spouse. The insurance provided by this Agreement shall apply only to the Named Insured and spouse.

In the event that the aircraft has a passenger capacity greater than that of any aircraft listed in the Declarations, then the Company's liability under Coverage D for passenger claims shall be determined in accordance with the provisions of the "Limit of Company's Liability" section of this policy, as if the aircraft involved had the same seating capacity as that aircraft listed in the Declarations which has the greatest seating capacity.

III. AUTOMATIC INSURANCE FOR NEWLY ACQUIRED AIRCRAFT (Coverages A, B, C, D and E)

If the Named Insured acquires ownership of an aircraft having a Standard Airworthiness Certificate in addition to the aircraft described in Item 5 of the Declarations and within thirty days thereafter reports such acquisition to the Company, then the insurance afforded by Coverages A, B, C, D and E shall apply to such additional aircraft as of the time of such acquisition, provided the Company insured all other aircraft owned in whole or in part by the Named Insured on such acquisition date. Unless the Named Insured and the Company agree otherwise the coverages and limits of liability pertaining to said additional aircraft shall be the same as is provided for that aircraft which is described in Item 5 of the Declarations having the greater passenger carrying capacity. The Named Insured shall pay any additional premium required because of the application of this insurance to such other aircraft. All coverages provided by this Agreement shall cease to apply upon expiration of the policy to which it is attached.

EXCLUSIONS

This policy does not apply:

1. To any Insured while the aircraft is in flight with the knowledge and consent of such Insured or of any executive officer, partner, or managing agent of such Insured for any unlawful purpose, or any purpose not designated in the Declarations.
2. To any Insured while the aircraft is in flight
 - (a) if piloted by other than the pilot or pilots designated in the Declarations;
 - (b) if piloted by a pilot not properly certificated, qualified and rated under the current applicable Federal Aviation Regulations for the operation involved, whether or not said pilot is designated in the Declarations;
 - (c) if the Airworthiness Certificate of the aircraft is not in full force and effect;
 - (d) If the aircraft has not been subjected to appropriate airworthiness inspection(s) as required under current applicable Federal Aviation Regulations for the operations involved.
3. To any loss, injury or damage arising from war, invasion, civil war, revolution, rebellion, insurrection or warlike operations, whether there be a declaration of war or not.
4. To any loss or damage due to radioactive contamination.
5. Under Coverages A, B, C, D and E
 - (a) to liability assumed by the Insured under any contract or agreement, but this exclusion 5(a) does not apply to the assumption by the Named Insured of the liability of others for bodily injury or property damage in any written hold harmless agreement required by a military or governmental authority as a prerequisite to the use of an airport or an airport facility;
 - (b) to an Insured under this policy who is also an Insured under a contract of nuclear energy liability insurance issued by the Nuclear Energy Liability Insurance Association or the Mutual Atomic Energy Liability Underwriters and in effect at the time of the occurrence resulting in such injury, sickness, disease, death or destruction; provided, such contract of nuclear energy liability insurance shall be deemed to be in effect at the time of such occurrence notwithstanding such contract has terminated upon exhaustion of its limit of liability;
 - (c) (i) To claims directly or indirectly occasioned by, happening through or in consequence of:
 1. noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith,
 2. pollution and contamination of any kind whatsoever,
 3. electrical and electromagnetic interference,
 4. interference with the use of property,unless caused by a crash or collision of aircraft or a recorded in flight emergency causing abnormal aircraft operation.
 - (ii) with respect to any provision in the policy concerning any duty of the Company to investigate or defend claims, such provision shall not apply and the Company shall not be required to defend:
 1. claims excluded by paragraph (c) (i) or
 2. a claim or claims covered by the policy when combined with any claims excluded by paragraph (c) (i) referred to below as "Combined Claims".
 - (iii) In respect of any Combined Claims, the Company shall (subject to proof of loss and the limits of the policy) reimburse the Insured for that portion of the following items which may be allocated to the claim or claims covered by the policy:
 1. damages awarded against the Insured and
 2. defense fees and expenses incurred by the Insured.
 - (d) To claims in respect of death, bodily injury, illness or disease of any person or persons and/or damage to or destruction of property caused by or resulting from the use by the Insured or his agent of any forms of chemical dispersed from the aircraft.

6. Under Coverages A, C and D

- (a) to any obligation for which the Insured or any carrier as his insurer may be held liable under any worker's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (b) to bodily injury to any employee of the Named Insured arising out of and in the course of his employment by such Named Insured;
- (c) to bodily injury or death of any person who is a Named Insured.

7. Under Coverages B and D to property damage to property owned, occupied, rented or used by, or in the care, custody or control of the Insured or carried in or on any aircraft, but this exclusion does not apply, as respects the Named Insured, to:

- (a) damages not exceeding \$250 for damage or loss of the personal effects and baggage of any guest passenger in any one occurrence; or
- (b) damages not exceeding \$1,000 any one occurrence for damage to hangars not owned by the Named Insured.

8. Under Coverages F and G

- (a) to loss or damage due to conversion, embezzlement or secretion by any person in possession of the aircraft under a bailment, lease, rental agreement, conditional sale, purchase agreement, mortgage or other encumbrance, nor for any loss or damage during or resulting therefrom;
- (b) to wearing apparel and other personal effects;
- (c) to loss or damage which is due and confined to wear and tear, deterioration, freezing, mechanical, hydraulic, pneumatic, structural or electrical breakdown or failure, or to tires unless damaged by fire or stolen, unless any such loss or damage is the direct result of other physical damage covered by this policy;
- (d) to loss or damage arising from capture, confiscation, seizure, arrest, restraint or detention or the consequences thereof or of any attempt there at, or any taking of the property insured or damage to or destruction thereof by any government or governmental authority or agent (whether secret or otherwise) or by any military, naval or usurped power, whether any of the foregoing be done by way of requisition or otherwise and whether in time of peace or war and whether lawful or unlawful;
- (e) damage to turbine engines caused by excessive heat which results from operations, attempted operation or shutdown of the engine.

LIMIT OF COMPANY'S LIABILITY

ALL COVERAGES (Other Insurance)

Except with respect to insurance afforded by Special Insuring Agreements I and II and to insurance specifically purchased by the Named Insured to apply in excess of this policy, if there is other insurance in the Insured's name or otherwise, against loss, liability or expense covered by this policy, the Company shall not be liable under this policy for a greater proportion of such loss, liability or expense than the applicable limit of the Company's liability bears to the total applicable limit of liability of all valid and collectible insurance against such loss, liability or expense. Insurance afforded by Special Insuring Agreements I and II shall be excess insurance over any other valid and collectible insurance available to the Insured, either as Insured under a policy applicable to the aircraft or otherwise and if such other insurance shall have been written through the Company as primary insurance, then the Company's limit of Liability under this policy shall be reduced by the applicable limits of such other policy.

COVERAGES A, B, C AND D (Total Liability)

Regardless of the number of (1) Insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, (3) claims made or suits brought on account of bodily injury or property damage, or (4) aircraft to which this policy applies, the Company's liability is limited as follows:

Coverages A and C. The total liability of the Company for all damages, including damages for care and loss of services, because of bodily injury sustained by any person as the result of any one occurrence shall not exceed the limit of liability stated in the Declarations as applicable to "each person" Subject to the above provision respecting "each person" the total liability of the Company for all damages, including damages for care and loss of services, because of bodily injury sustained by two or more persons as the result of any one occurrence shall not exceed the limit of liability stated in the Declarations as applicable to "each occurrence".

Coverage B. The total liability of the Company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of liability stated in the Declarations as applicable to "each occurrence".

Coverage D. The total liability of the Company for all damages, including damages for care and loss of services, because of bodily injury or property damages sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of liability stated in the Declarations as applicable to "each occurrence".

And further provided that if the Declarations are completed to show "passenger liability limited to", the total liability of the Company for all damages, including damages for care and loss of service because of bodily injury to passengers shall not exceed:

- (a) as respects any one passenger, the amount stated in the Declarations as applicable to "each person," regardless of the number of persons bringing a claim.
- (b) as respects two or more passengers, subject to the above provisions respecting any one passenger, the amount stated in the Declarations as applicable to "each person" multiplied by the number of passengers on board the aircraft or by the number of passenger seats as stated in Item 5 for aircraft involved (whichever is less), but in no event shall the Company's Liability for all bodily injury (including passenger bodily injury) and property damage exceed the limits stated in the Declarations as applicable to "each occurrence".

For the purpose of determining the limit of the Company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

COVERAGES A, B, C AND D (Severability of Interests)

The insurance afforded applies separately to each Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.

COVERAGE E (Total Liability)

The limit of liability stated in the Declarations as applicable to "each person" is the limit of the Company's liability for all medical expenses incurred by or on behalf of each person who sustains bodily injury, sickness, or disease, including death resulting therefrom, in any one occurrence. The limit of liability stated in the Declarations for Coverage E as applicable to "each occurrence" is, subject to the above provision respecting each person, the total limit of the Company's liability for all expenses incurred by or on behalf of two or more persons who sustain bodily injury, sickness or disease, including death resulting therefrom in any one such occurrence.

COVERAGE F AND G (Total Liability)

With respect to total loss, the Company will pay the insured value of the aircraft, as stated in the Declarations, subject to any applicable deductible.

With respect to partial loss, the Company will pay, subject to any applicable deductible as hereinafter provided:

- (1) If repairs are made by other than the Named Insured, the cost to repair the damaged property with material of like kind and quality (excluding any charges for overtime), plus the cost of the least expensive, reasonable method of transporting new and/or damaged parts and/or damaged aircraft to the place of repair and the return of the repaired aircraft to the place where the loss occurred or the place where the aircraft is regularly based, whichever is nearer;
- (2) if repairs are made by the Named Insured, the total of the following:
 - (a) actual cost to the Insured of material of like kind and quality;
 - (b) actual wages paid for labor, excluding any overtime;
 - (c) 100% of item (b) in lieu of overhead and supervisory services;
 - (d) cost of the least expensive, reasonable method of transporting new and/or damaged parts and/or damaged aircraft to the place of repair and the return of the repaired aircraft to the place where the loss occurred or the place where the aircraft is regularly based, whichever is nearer.

The amount due under this policy with respect to partial loss shall in no event exceed the amount due were the loss payable as a total loss. In any event, when the amount paid or payable hereunder is equal to the amount payable as a total loss, any Salvage value remaining shall inure to the benefit of the Company. Equipment installed in the aircraft subsequent to the effective date of coverage shall be considered a part of the aircraft, and the salvage value thereof shall inure to the benefit of the Company. There shall, however, be no abandonment of any damaged property without the consent of the Company.

If the loss is due to theft, the Company shall have the right to return the stolen property at any time prior to actual payment of the claim hereunder, with payment for any physical damage sustained thereto.

DEFINITIONS

When appearing in this policy:

"Aircraft" means the aircraft described in the Declarations or any Aircraft qualifying under the provisions of the Special Insuring Agreements and shall include propulsion systems, operating, navigation and radio equipment usually attached thereto, and parts and repair equipment which are standard for the make and type of aircraft. Parts temporarily detached from the aircraft which have not been replaced by other similar parts shall be deemed part of the aircraft. Aviation fuel shall not be deemed part of the aircraft.

"Bodily Injury" means bodily injury, sickness, disease or mental anguish sustained by any person which occurs during the policy period, including death at any time resulting therefrom.

"Charter" means used principally in the business of the Insured, including passenger or freight carrying for hire or reward and Pleasure and Business uses, but excluding instruction of or rental to others.

"Commercial" means used principally in the business of the Insured, including student instruction, passenger or freight carrying for hire or reward, rental to others for the purpose of Pleasure and Business and those uses defined under Pleasure and Business.

"Disappearance" means missing and not reported by sixty days after commencing the last known flight.

"Federal Aviation Administration" means the duly constituted authority of the United States of America having jurisdiction over civil aviation, or its duly constituted equivalent in any other country.

"In Flight" means the time commencing with the actual take-off run of the aircraft and continuing thereafter until it has completed its landing roll or, if the aircraft is a rotorcraft, from the time the rotors start to revolve under power for the purpose of flight until they subsequently cease to revolve.

"In Motion" means while the aircraft is moving under its own power or the momentum generated therefrom or while it is in flight and, if the aircraft is a rotorcraft, any time that the rotors are rotating.

"Instruction and Rental" means used principally in the business of the Insured, including Pleasure and Business, student instruction and rental to others for the purpose of Pleasure and Business uses, but excluding passenger or freight carrying for hire or reward.

"Insured" The unqualified word "Insured" wherever used in this Policy with respect to Coverages A, B, C and D, includes not only the Named Insured but also any person while using or riding in the aircraft and any person or organization legally responsible for its use, provided the actual use is with the express permission of the Named Insured. Except with respect to the Named Insured the provisions of this paragraph do not apply:

- (a) to any employee with respect to bodily injury, sickness, disease or death of another employee of the same employer injured in the course of such employment;
- (b) To any person or organization or to any agent or employee thereof (other than any employee of the Named Insured while acting in the scope and course of his employment by the Named Insured) engaged in the manufacture or sale of aircraft, aircraft engines or aircraft accessories or in the operating of an aircraft repair shop, airport, hangar, aircraft sales agency, aircraft rental service, commercial flying service or flying school with respect to any occurrence arising out of such manufacture, sale or operations;
- (c) to any person (other than any employee of the Named Insured while acting in the scope and course of his employment by the Named Insured) engaged in providing flight instruction for hire or reward;
- (d) to any person operating the aircraft who has paid or agreed to pay the Named Insured for the use of said aircraft;
- (e) to the owner or lessor, or any agent or employee thereof, of any aircraft which is the subject of the provisions of Special Insuring Agreements I and II.

"Medical Expense" means expenses for necessary medical, surgical x-ray or dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services, but excluding monuments, head stones or burial plots.

"Named Insured" means the person or organization named in Item 1 of the Declarations.

"Occurrence" means an accident, including continuous or repeated exposure to conditions, which results in bodily injury or property damage during the policy period neither expected nor intended from the standpoint of the Insured, but the definition shall not be construed so as to preclude coverage for bodily injury or property damage resulting from efforts to prevent dangerous interference with the operation of the aircraft.

"Partial Loss" means any physical damage loss which is not a total loss.

"Passenger" means any person in, on, or boarding the aircraft for the purpose of riding or flying therein or alighting therefrom after a flight or attempted flight therein, including pilot(s) or crew member(s).

"Physical Damage" means direct and accidental physical loss or damage to the aircraft, hereinafter called loss, but does not include loss of use or any residual depreciation in value, if any, after repairs have been made.

"Pleasure and Business" means used in the business of the Insured, including personal and pleasure uses, but excluding any operation for hire or reward. Cost reimbursement shall be included within the definition of Pleasure and Business provided that such cost reimbursement is limited to:

- (1) Fuel, oil, lubricants, and other additives
- (2) Expenses of the crew, including food, lodging, and ground transportation, but excluding salary or wages
- (3) Hangar and tie-down costs away from the aircraft's base of operation
- (4) Insurance obtained for the specific flight
- (5) Landing fees and similar assessments
- (6) Customs, foreign permit, and similar fees directly related to the flight
- (7) In flight food and beverages

"Premises" means such portions of airports as are designated and used for the parking or storage of aircraft, including premises owned by, or leased for more than thirty days to, the Named Insured.

"Property Damage" means (a) physical injury to or destruction of tangible property which occurs during the policy period, including loss of use thereof at any time resulting therefrom, or (b) loss of use of tangible property which has not been physically injured or destroyed, provided such loss of use is caused by a covered occurrence.

"Total Loss" means any physical damage loss for which the "cost to repair" when added to the "salvage value" (the value of the aircraft after physical damage and prior to repairs) equals or exceeds the Insured Value of the aircraft as set forth in item 5 of the Declarations. Disappearance or theft of the entire aircraft shall be considered as a total loss.

CONDITIONS

APPLICABLE TO COVERAGES A, B, C AND D (BODILY INJURY AND PROPERTY DAMAGE)

1. NOTICE OF OCCURRENCE. When an occurrence takes place written notice shall be given by or on behalf of the Insured to the Company at their nearest office as soon as practicable. Such notice shall contain particulars sufficient to identify the Insured and also reasonably obtainable information respecting the time, place and circumstances of the occurrence, the names and addresses of the injured and of available witnesses.

2. NOTICE OF CLAIM OR SUIT. If claim is made or suit is brought against the Insured, the Insured shall immediately forward to the Company every demand, notice, summons or other process received by him or his representative.

3. SEVERABILITY OF INTEREST. The term "Insured" is used severally and not collectively, but the inclusion herein of more than one Insured shall not operate to increase the limits of the Company's liability.

4. ACTION AGAINST COMPANY. No action shall lie against the Company in respect of Coverages A, B, C and D unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the Company as a co-defendant in any action against the Insured to determine the Insured's liability.

5. BANKRUPTCY AND INSOLVENCY. Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Company of any of its obligations hereunder.

6. FINANCIAL RESPONSIBILITY LAWS. Such insurance as is afforded by this policy shall comply with the provisions of any financial responsibility law of any State or Province which shall be applicable to aircraft with respect to any such liability arising out of the ownership, maintenance or use of the aircraft during the policy period, to the extent of the coverage and limits of liability required by such law, but in no event in excess of the limits of liability stated in this policy. The Insured agrees to reimburse the Company for any payment made by the Company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

APPLICABLE TO COVERAGE E (MEDICAL PAYMENTS)

7. MEDICAL REPORTS: PROOF AND PAYMENT OF CLAIM. As soon as practicable the injured person or someone on his behalf shall give to the Company written proof of claim, under oath if required, and shall, after each request from the Company, execute authorization to enable the Company to obtain medical reports and copies of records. The injured person shall submit to physical examination by a physician selected by the Company when and as often as the Company may reasonably require. The Company may pay the injured person or any person or organization rendering the services and such payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute admission of liability of the Insured, or except hereunder, of the Company.

8. ACTION AGAINST COMPANY. No action shall lie against the company in respect of Coverage E unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor until thirty (30) days after the required proofs of claim have been filed with the Company.

APPLICABLE TO COVERAGES F AND G (PHYSICAL DAMAGE)

9. INSURED'S DUTIES WHEN LOSS OCCURS. When loss occurs, the Insured shall:

(a) protect the aircraft, provided the Insured is able to do so, whether or not the loss is covered by this policy, and any further loss due to the Insured's failure to protect shall not be recoverable under this policy; reasonable expense incurred in affording such protection shall be deemed incurred at the Company's request;

(b) give notice thereof as soon as practicable to the Company, and, also, in the event of theft, to the police, but shall not, except at his own cost, offer to pay any reward for recovery of the aircraft;

(c) file proof of loss with the Company, within sixty (60) days after the occurrence of loss, unless such time is extended in writing by the Company, in the form of a sworn statement of the Named Insured setting forth the interest of the Named Insured and of all others in the property affected, any encumbrances thereon, the actual cash value thereof at time of loss, the amount, place, time and cause of such loss, and the description and amounts of all other insurance covering such property. Upon the Company's request, the Named Insured shall exhibit the damaged property to the Company, and produce for the Company's examination all pertinent records and sales invoices, or certified copies if originals be lost, permitting copies thereof to be made, all at such reasonable times and places as the Company shall designate.

10. APPRAISAL. If the Named Insured and the Company fail to agree as to the amount of loss, each shall, on the written demand of either, made within sixty (60) days after receipt of proof of loss by the Company, select a competent and disinterested appraiser and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire, and failing for fifteen (15) days to agree upon such umpire, then on the request of the Named Insured or the Company, such umpire shall be selected by a judge of a court of record in the county and state in which such appraisal is pending. The appraisers shall then appraise the loss, stating separately the amount of loss, and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The Named Insured and the Company shall each pay his or its chosen appraiser and shall bear equally the other expenses of the appraisal and the umpire. The Company shall not be held to have waived any of its rights by any act relating to appraisal.

11. PAYMENT FOR LOSS: ACTION AGAINST COMPANY. Payment for loss may not be required nor shall action lie against the Company in respect of Coverages F and G unless as a condition precedent thereto, the Named Insured shall have complied with all the terms of this policy nor until sixty (60) days after proof of loss is filed and the amount of loss is determined as provided in this policy, nor shall any action lie against the Company unless commenced within twelve (12) months after the happening of the loss.

12. NO BENEFIT TO BAILEE. The insurance afforded by this policy shall not inure directly or indirectly to the benefit of any carrier or bailee liable for loss to the aircraft.

13. AUTOMATIC REINSTATEMENT. In the event of loss, whether or not covered by this policy, the amount of insurance in respect to any aircraft, shall be reduced as of the time and date of loss by the amount of such loss and such reduced value shall continue until repairs are commenced when the amount of insurance shall be automatically increased by the value of the completed repairs until the amount of insurance is fully reinstated or the policy has expired.

APPLICABLE TO ALL COVERAGES

14. ASSISTANCE AND COOPERATION OF THE INSURED. The Insured shall cooperate with the Company and, upon the Company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. Further, upon the Company's request, the Insured shall submit to examinations under oath by anyone designated by the Company.

The Insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of occurrence.

15. INSPECTION AND AUDIT. The Company shall be permitted to inspect the aircraft and any records pertaining thereto during the policy period or within one year thereafter.

16. SUBROGATION. Except in respect to Coverage E, in the event of any payment under this policy, the Company shall be subrogated to all the Insured's rights of recovery therefor against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after the loss to prejudice such rights.

17. CHANGES. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part hereof.

18. ASSIGNMENT. Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the Named Insured shall die or be adjudged bankrupt or insolvent within the policy period, this policy unless canceled, shall if written notice be given to the Company within sixty (60) days after the date of such death or adjudication, cover (1) the Named Insured's legal representative as the Named Insured, and (2) subject otherwise to the provisions of the definition of Insured, any person having proper temporary custody of the aircraft, as an Insured, until the appointment and qualification of such legal representative but in no event for a period of more than sixty (60) days after the date of such death or adjudication.

19. CANCELLATION. This policy may be cancelled by the Named Insured by surrender thereof to or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company by mailing to the Named Insured at the address shown in this policy written notice stating when not less than thirty (30) days (ten (10) days if for nonpayment of premium) thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Named Insured or the Company shall be equivalent to mailing.

20. RETURN PREMIUM. If the Named Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation. The Company shall not be liable for any return physical damage premium in respect to an aircraft on which a total loss has been paid.

21. FRAUD OR MISREPRESENTATION. This policy shall be void if the Named Insured has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof or in case of any fraud, attempted fraud or false swearing by the Named Insured touching any matter relating to this insurance or the subject thereof, whether before or after a loss.

22. TERMS OF POLICY CONFORMED TO STATE LAWS. Terms of this policy which are in conflict with the laws of the State wherein this policy is issued are hereby amended to conform to such laws.

23. DECLARATIONS. By acceptance of this policy the Named Insured agrees that the statements in the Declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the Company or any of their agents relating to this insurance.

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PLEASE READ YOUR POLICY

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SHORT RATE CANCELLATION TABLE FOR ONE-YEAR POLICIES

Policy in Force	Per Cent of One Year Premium	Days Policy in Force	Per Cent of One Year Premium	Days Policy in Force	Per Cent of One Year Premium	Days Policy in Force	Per Cent of One Year Premium	Days Policy in Force	Per Cent of One Year Premium	Days Policy in Force	One Year Premium
1	5%	37-40	21%	95-98	37%	154-156	53%	219-223	69%	292-296	85%
2	6	41-43	22	99-102	38	157-160	54	224-228	70	297-301	86
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30-32	19	88-91	35	147-149	51	210-214	67	283-287	83	356-360	99
33-36	20	92-94	36	150-153	52	215-218	68	288-291	84	361-365	100

Old Republic Aerospace, Inc.
1990 Vaughn Road
Suite 350
Kennesaw, Georgia 30144

The Following pages are not part of your Insurance Policy, but are provided for you as supplementary information. Below is an index of the documents that follow this page:

1. Old Republic Aerospace, Inc., Claim Specialists Contact list and Office Locations
2. Privacy Policy for Old Republic Aerospace, Inc. and Old Republic Insurance Company



OLD REPUBLIC AEROSPACE

Insuring New HorizonsSM

Claim Office Locations

Exceptional aviation claim expertise at your service.



Please contact the claim office below in the nearest state to which the accident occurred.

Claims can also be reported online at www.OldRepublicAerospace.com under:
Claims - Report a Claim.

Home Office Tel: 770.590.4950
Atlanta, GA Fax: 770.919.8646
(or outside USA)

Baltimore, MD Tel: 410.321.0314
Fax: 877.223.3830

Boise, ID Tel: 208.350.6477
Fax: 720.247.4884

Chicago, IL Tel: 630.369.1076
Fax: 630.369.1221

Dallas, TX Tel: 972.991.7223
Fax: 972.720.1117

Denver, CO Tel: 303.989.7902
Fax: 720.247.4884

Los Angeles, CA Tel: 805.496.7181
Fax: 877.223.3830

New Orleans, LA Tel: 504.527.6160
Fax: 504.527.6391

St. Louis, MO Tel: 636.536.0832
Fax: 877.223.3830

Send all mail to: 1990 Vaughn Road, Suite 350, Kennesaw, GA 30144

Issuing and Policyholder Servicing Offices:



(Home Office)

Southeast Region
Kennesaw, GA 30144
Tel: 770.590.4950
Fax: 770.590.0599

Southwest Region
Dallas TX 75248
Tel: 972.991.7223
Fax: 972.720.1117

Midwest Region

Lisle, IL 60532
Tel: 630.369.1076
Fax: 630.369.1221

West Region

Renton, WA 98057
Tel: 425.277.7407
Fax: 425.277.0112

Northeast Region

New York, NY 10038
Tel: 212.607.2624
Fax: 212.607.2614





OLD REPUBLIC INSURANCE COMPANY

PRIVACY POLICY

WE ARE COMMITTED TO PROTECTING YOUR PRIVACY

Collecting personal information about you is essential to our ability to offer you high-quality insurance products and services. We take great care to keep your nonpublic personal information accurate, confidential and secure.

Our Policy sets high standards for collecting, using, disclosing and storing nonpublic personal information.

For Privacy Policy questions regarding Old Republic Aerospace, writing aviation insurance products on behalf of Old Republic Insurance Company, please contact Corporate Administration at (770) 590-4950 or visit our website www.OldRepublicAerospace.com to submit your questions electronically.

*In this document, **you** and **your** mean the individual who is a customer or potential customer of Old Republic Aerospace, writing on behalf of Old Republic Insurance Company and **we, us** and **our** mean Old Republic Aerospace and Old Republic Insurance Company. The term "nonpublic personal information" (NPI) means any "personally identifiable financial information" that a financial institution collects about an individual in connection with providing a financial product or service, unless that information is otherwise "publicly available."*

HOW WE COLLECT, USE AND DISCLOSE NONPUBLIC PERSONAL INFORMATION

We ask you for only the information we need.

We collect only the information we need for the purposes we have identified to you.

Our files are kept for the purpose of providing and servicing insurance related products for you.

We will not sell your nonpublic personal information.

Why we need the information.

Generally, we need to collect nonpublic personal information to:

- Fully understand the risk or exposure,
- determine your eligibility,
- meet regulatory or contractual requirements relating to the services and products provided to you.

We will obtain your permission.

We collect, use or disclose your nonpublic personal information only with your permission or as permitted by or required by law.

Your permission may be expressed in writing or be implied and you may give it to us verbally, electronically, or through your authorized representative.

You may withdraw your permission to collect, use and disclose your nonpublic personal information at any time, subject to legal and contractual restrictions and reasonable notice. Doing so, however, may prevent us from being able to provide insurance coverage or services to you.

Where your medical information is collected or released, we will obtain your consent to do so.

Before we make any information available to third parties, other than your agent or service provider who needs it or as otherwise required by law, we will tell you at the time we obtain your consent or before we make the information available, who those persons or organizations are, the kind of information we want to share with them and why.

We will limit how long we keep information.

We will keep your nonpublic personal information only for as long as it is necessary, including updating the product or service or as required by law.

When we destroy nonpublic personal information, we will use safeguards to prevent unauthorized parties from gaining access to the information during the process.

WE WILL PROTECT YOUR NONPUBLIC PERSONAL INFORMATION

We are responsible for your information.

We are responsible for all nonpublic personal information in our possession; including information transferred to a third party service provider or agent if necessary, so that we can provide you with a product or service.

All employees, agents and authorized service providers of Old Republic Insurance Company are required to properly protect the confidentiality of your nonpublic personal information.

How we protect information.

Access to your nonpublic personal information is restricted to those of Old Republic Insurance Company's employees, agents and authorized service providers who need it to do their jobs.

We have adopted commercially reasonable physical, technological and administrative safeguards to protect your nonpublic personal information against loss, theft, unauthorized disclosure, copying, and unauthorized use or modification. We maintain safeguards and security procedures appropriate to the types of documents, including electronic or paper records. We have instituted organizational measures including security clearances and limiting access on a "need-to-know" basis, and technological measures such as the use of passwords and encryption.

While we endeavor to protect all information, the most sensitive information, such as medical information, receives our highest level of protection.

YOUR RIGHT TO ACCESS YOUR NONPUBLIC PERSONAL INFORMATION

Your rights.

You have the right to ask whether we hold any nonpublic personal information about you and to see that information, as provided by law. Where we have obtained medical information about you from a third party, we will release this information only through your physician.

You also have the right to know:

- how we collected your nonpublic personal information,
- how we are using it, and
- to whom it may have been disclosed.

How to request an update or correction.

If you believe any of the information we have collected about you is incorrect or incomplete, you have the right to ask us to change it.

If you show that your nonpublic personal information is inaccurate or incomplete, we will make the necessary changes.

FOR MORE INFORMATION

For more information, please contact Old Republic Aerospace Corporate Administration by email at www.OldRepublicAerospace.com or by U.S. mail at:

Corporate Administration
c/o Old Republic Aerospace
1990 Vaughn Road Suite 350
Kennesaw, GA 30144



INSURANCE IS PROVIDED BY
THE COMPANY DESIGNATED ON THE DECLARATIONS PAGE

IN WITNESS WHEREOF, we have caused this policy to be executed and attested, and, if required by law, this policy shall not be valid unless countersigned by our authorized representative.

OLD REPUBLIC INSURANCE COMPANY

133 Oakland Avenue
Greensburg, Pennsylvania 15601
A Stock Company

A handwritten signature in black ink, appearing to be "James R. Smith", written in a cursive style.

Secretary

A handwritten signature in black ink, "Craig R. Smiddy", written in a cursive style.

President

*Insuring New Horizons*SM

Part III

3. Customer Service – Time Frame For Binder and Policy Issuance

Binder will be issued immediately within 24/48 hours upon receipt of the request to bind coverage.

The policy typically will be issued within 30 days of the request to bind coverage and any endorsement request are processed and issued within 30 days, if not sooner.

Every attempt will be made to provide the client with immediate response to all service requests, coverage questions, etc.

The claims handling process is described as per the additional information provided.

Part III

4. Claims handling philosophy, experience, and expertise.



Old Republic Aerospace administers the handling of all claims. In some special cases, and only after consultation with the insured, we appoint local insurance adjusters to conduct investigations under our supervision. All investigations are coordinated through designated aviation claims personnel.

Our emphasis is on prompt, efficient, proactive claims handling. Strong communications with all concerned, particularly our insureds, is a cornerstone of the operation.

We do not abdicate handling to defense attorneys when cases enter suit. We maintain an aggressive approach throughout the life of the case. We are strong believers in mediation and arbitration as alternative means to resolving litigation. Our claims staff are active negotiators. But we are not adverse to carrying cases through trial, when appropriate and, for that reason, we seek strong, aggressive defense attorneys. We use local defense council chosen in concert with our insureds.

With respect to aircraft losses, these could be handled from our office in Dallas or Atlanta. We have a strong contingent of aircraft adjusters in both of these offices. As with the non-aircraft losses, we emphasize the need to fully coordinate our activities with our insureds.

Part III

5. Compliance

This will serve as our statement of compliance with all applicable rules and regulations of Federal, State, and local Governing entities.

This will also serve as our statement of compliance with the terms of this Request for Proposal.

Part IV

Experience

PROPOSER REFERENCES

Hull & Liability Coverage which have been provided for Rotor Wing Aircraft Operators, both Municipal and Commercial.

City of Austin, Austin Police Department

Leslie Milvo, Risk Manager

Austin, TX 78767

(512)974-3245

Travis County EMS

Austin, TX

(Falcon Insurance Agency is the current agent handing the insurance placement for Travis County EMS Helicopters)

William Patterson

(512) 854-4204

C.W. Bruner

(512) 854-9760

TXDOT – State of Texas

Dept Flight Services

10335 Golf Course Rd

Austin, TX 78719

Carol Basey

(512) 936-9194

Winthrop Harbor Police Department

Pectonia, IL
Officer Randal Olson
(815) 262-1662

Monroe County Sheriff's Office

Monroe, WI
Major David Thompson
(734) 240-7404

Byron Police Department

(815) 262-1662

City of Montclair

Montclair, CA

Harris County Air Search & Recover

Harris County, TX

PROFESSIONAL PROFILE

DONN E. GAUGER II **VICE PRESIDENT / AGENT**

FIELDS OF EXPERTISE

- Aviation Insurance / Underwriting
- Market Trends /Strategy
- Alternative Risk Approach
- Marketing / Coverage Placement
- Exposure /Coverage Analysis
- Policy Review / Analysis
- Claims Analysis

EXPERIENCE

- 25+ years' combined experience in Aviation Insurance
- 4 years experience as an Aviation Underwriter
- 20+ years experience as an Aviation Broker
- Specializing in Part 135, Airports, Airline Servicing Operations, Manufacturer's Products, Repair & Service Facilities, Aerial Application, Corporate Aviation

CREDENTIALS

- Bachelors Degree in Aeronautical Studies with an area of concentration in Management – Embry Riddle Aeronautical University
- Private pilot with multi-engine rating

- Specialize in the placement of aviation risk
- Account responsibilities, production, marketing, and servicing
- Coordination of all available resources

CLIENT EXPERIENCE

- State of Texas Aircraft –TXDOT Flight Services
- State of Utah
- Travis County EMS
- Kimble County, Texas
- City of Llano, Llano Airport
- City of Toledo
- City of Harlingen – Valley International Airport
- Sullivan Propeller Specialists
- Aircraft Propeller Service, Inc.
- R&D Propellers
- New England Propeller Service
- Aircraft Propeller Service
- City of Austin, Austin Police Dept. - Aviation
- | ➤ City of Austin, ABIA Airport

can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Falcon Insurance Agency, Inc.

Company Address: 5316 Hwy 290 W, Suite #440

City, State, Zip: Austin, TX 78735

Vendor Registration No. FAL1818250

Printed Name of Officer or Authorized Representative: Donn Gauger

Title: Vice President / Agent

Signature of Officer or Authorized Representative: 

Date: May 20, 2019

Email Address: dgauger@falconinsurance.co

Phone Number: 512-891-8473

*** Proposal response must be submitted with this signed Offer sheet to be considered for award**



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 5800 RJZ3001

Addendum No: 1

Date of Addendum: 4/30/19

This addendum is to incorporate the following changes to the above referenced solicitation:

I. **Clarifications:** Please see the uploaded new 0400 and 0600 revised documents which replaced the originals.


II. **Questions and Answers:**

Q1: Can you confirm that there have been no losses since the last no claims bonus (11/1/2018)?

A1: There have been no losses since the last claims bonus.

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: _____


Ricardo Zavala, Procurement Specialist III
Purchasing Office, 512-974-2988

4/30/19
Date

ACKNOWLEDGED BY: _____

Donn Gauger

Name


Authorized Signature

5/1/19
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

Section 0700: Reference SheetResponding Company Name Falcon Insurance Agency, Inc.

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name City of Austin, Austin Police Dept
Name and Title of Contact Leslie Milvo
Project Name Austin Police Dept, Aviation Insurance
Present Address PO Box 1088
City, State, Zip Code Austin, TX 78767
Telephone Number (512) 974-3245 Fax Number ()
Email Address Leslie.Milvo@austintexas.gov

2. Company's Name Travis County EMS, Travis County Texas
Name and Title of Contact William Patterson
Project Name Travis County EMS Helicopter Insurance
Present Address PO Box 1748
City, State, Zip Code Austin, TX 78767
Telephone Number (512) 854-9760 Fax Number ()
Email Address William.Paterson@traviscountytx.gov

3. Company's Name TXDOT - State of Texas
Name and Title of Contact Carol Basey
Project Name Aviation Insurance for State DPS Helicopters and Fixed Wing Aircraft
Present Address 10335 Golf Course Rd
City, State, Zip Code Austin, TX 78719
Telephone Number (512) 936-9194 Fax Number ()
Email Address Carol.Basey@txdot.gov

City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does

not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.


Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 20th day of May, 2019

CONTRACTOR	<u>Donn Gauger, Falcon Insurance Agency</u>
Authorized Signature	<u></u>
Title	<u>Vice President/Agent</u>

Section 0835: Non-Resident Bidder Provisions

Company Name Falcon Insurance Agency, Inc.

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Section 0840, Service-Disabled Veteran Business Enterprise Preference

Offeror Name
Falcon Insurance Agency, Inc.

Additional Solicitation Instructions.

- ☒ By checking this box, Offeror states they are NOT a certified Service-Disabled Veteran Business Enterprise seeking to claim preference points under the City of Austin's SDVBE Program.
- Offerors seeking to claim the Service-Disabled Veteran Business Enterprise (SDVBE) preference shall be certified **under one of the two following scenarios**. Offerors shall check one of the following boxes, input the data in the applicable table below and include this completed form in their Proposal.
 - ☐ **HUB/SV**. Offeror is certified as a Service-Disabled Veteran (SV) Historically Underutilized Business (HUB) by the Texas State Comptroller of Public Accounts.

Texas State HUB/SV Certification	
13-Digit Vendor ID (VID)	
HUB/SV Issue Date	
HUB/SV Expiration Date	

- ☐ **HUB/OTHER + Federal SDVOSB**. Offeror is certified by the Texas State Comptroller of Public Accounts as a Historically Underutilized Business in a HUB Eligibility Category other than Service-Disabled Veteran (SV) AND is verified by the US Veterans Administration as a Service-Disabled Veteran-Owned Small Business (SDVOSB). **Texas HUB Eligibility Categories:** HUB/BL (Black), HUB/AS (Asian), HUB/HI (Hispanic), HUB/AI (Native American), or HUB/WO (Women Owned).

Texas State HUB/OTHER Certification	
13-Digit Vendor ID (VID)	
HUB Eligibility Category	
HUB Issue Date	
HUB Expiration Date	

Federal SDVOSB Verification	
9-Digit DUNS	
SDVOSB Issue Date	
SDVOSB Expiration Date	

- Offeror Identity**. The Offeror submitting the Proposal shall be the same entity that is certified by the Texas State Comptroller of Public Accounts, AND if applicable as verified by the US Veterans Administration.
- Certification Status**. Offeror's certification(s) must be active on or before the Solicitation's due date for Proposals and shall not expire prior to the award and execution of any resulting contract.
- Confirmation of Certification(s)**. Upon receipt of this completed form, the City will confirm the Offeror's certification(s): State: <https://mycpa.cpa.state.tx.us/tpasscmblsearch>. Federal: <https://www.vip.vetbiz.gov/>. The City will direct any questions concerning an Offeror's State or Federal certification status to the Offeror's contact person as designated on the Offer Form of their Proposal.
- Misrepresentation**. If the City determines that the Offeror requesting this preference is not certified by the State or Federal government if applicable, the Offeror will not receive the preference points. If the City determines that this misrepresentation was intentional, the City may also find the Offeror not responsible and may report the Offeror to the Texas State Comptroller of Public Accounts or if applicable to the US Veterans Administration. If the misrepresentation is discovered after contract award, the City reserves the right to void the contract.

Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: RFP 5800 RJZ3001
SOLICITATION TITLE: Aviation Property Insurance

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☒ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name			
City Vendor ID Code			
Physical Address			
City, State Zip			
Phone Number		Email Address	
If the Offeror City of Austin M/WBE certified?	<input type="checkbox"/> NO <input type="checkbox"/> YES Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		

Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form**, and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan**, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

Name and Title of Authorized Representative (Print or Type)

Signature/Date

Section 0905: SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFP 5800 RJZ3001
SOLICITATION TITLE: Aviation Property Insurance

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

- ☐ I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

- ☐ I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.

Instructions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;

STEP TWO: Perform Good Faith Efforts (Check List provided below);

STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

GOOD FAITH EFFORTS CHECK LIST –

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL** of the following **CHECK BOXES MUST** be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation CANNOT be added or changed after submission of the bid.

- ☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.
- ☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the Austin Metropolitan Statistical Area, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM**

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

SOLICITATION NUMBER: RFP 5800 RJZ3001

SOLICITATION TITLE: Aviation Property Insurance

- ☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

- ☐ **Advertise.** Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.

- ☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFP 5800 RJZ3001
SOLICITATION TITLE: Aviation Property Insurance

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	Subcontractor not warranted or required for this RFP

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone OR <input type="checkbox"/> Email	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

Reviewing Counselor

Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

Director/Assistant Director or Designee

Date

Part VI

Proposal Acceptance Period

This proposal is valid for a minimal period of one hundred and twenty days (120) subsequent to the RFP closing date.

Part VII

Proprietary Information

RFP 5800 RJZ3001

We acknowledge that all materials submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt.

Part VIII

Authorized Negotiator

RFP 5800 RJZ3001

Donn Gauger will be the authorized negotiator to negotiate contract terms and render binding decisions on contract matters. He will also be responsible for servicing your account.

Contact Information:

Donn Gauger
Vice President
dgauger@falconinsurance.com

Falcon Insurance Agency, Inc.
5316 Hwy 290W, Suite #440
Austin, TX 78735

PO Box 92409
Austin, TX 78709

(800) 370-0557
(512) 891-8473
(512) 891-8483 FAX
(512) 636-7443 Cell

QUOTE SHEET -- 0610**PROPOSERS MUST COMPLETE THIS QUOTE SHEET AND RETURN IT WITH YOUR PROPOSAL.**

Do not leave any item blank. If the item is not applicable, indicate this with a "N/A" or "o". If space is needed to clarify items, please attach a separate sheet. These instructions apply to all items on the form 0610.

1.	LIABILITY COVERAGE	LIMIT OF LIABILITY BEING QUOTED
1.1	Liability for Scheduled Aircraft	\$25,000,000.
1.2	Liability while Name Students Receiving Instruction in Cessna	\$5,000,000 CSL, \$25MIL CSL provided to pvt pilot or better
1.3	Liability for the Use of Non-Owned Aircraft	\$25,000,000.
1.4	Liability for Property Damage to Non-Owned Aircraft	\$1,000,000.
1.5	Liability for Property Damage to Aircraft Hangars & Contents	\$500,000.
1.6	Cargo Legal Liability	\$1,000,000.
1.7	Personal Injury Liability	\$25,000,000.
1.8	Sale of Aircraft Liability	\$25,000,000.
1.9	Liability for Use of Premises	\$25,000,000.
1.10	Liability Under Contractual Agreements	\$25,000,000.
1.11	On Airport Premises Auto Liability	\$25,000,000
2.	GENERAL COVERAGE PROVISIONS	YES/NO
2.1	Physical Damage Coverage for Spare Engines and Parts	YES
2.2	Temporary Replacement Parts Rental Expense	YES
2.3	Search and Rescue Expenses	YES
2.4	Emergency Landing Expenses	YES
2.5	Runway Foaming and Crash Control Expenses	YES
2.6	Automatic Insurance for Newly Acquired Aircraft	YES
2.7	Personal Effects and Baggage Coverage	YES
2.8	Medical Payments for Scheduled Aircrafts & Non-Owned	YES
2.9	Mechanics Tools	YES
2.10	Trip Interruption	YES
2.11	Extra Expense – Rental of Temporary Aircraft	YES
2.12	Are approved pilots defined as those licensed and certified and approved by the chief pilot or designee?	YES
2.13	Does the Approved Territory cover USA, Canada, and Mexico? USA (Excluding Alaska), Canada, Mexico	YES*
2.14	Is Notice of Cancellation or Non-Renewal 90 Days?	YES

3 LIABILITY AND PHYSICAL DAMAGE COVERAGE AND PREMIUM PER AIRCRAFT			
CRAFT & INSURED VALUE	PREMIUM	DEDUCTIBLE IN MOTION	DEDUCTIBLE NOT MOTION
2001 EC 120 at \$1,600,000	\$27,265.	\$16,000.	\$0
1973 CESSNA at \$68,000	\$2,933.	\$0	\$0
2013 EC AS350 at \$3,750,000	\$56,589.	\$37,500.	\$0
1994 BELL 206B at \$450,000	\$12,042.	\$4,500.	\$0
FIRE AND THEFT DEDUCTIBLE FOR ALL CRAFT			See Above Deds
TOTAL POLICY PREMIUM TO INCLUDE ANY STAMPING FEES, TAXES			\$98,829.*

*A 15% no claims bonus will apply on renewal in 2019 with respect to quoted Physical Damage premiums only in the event there are no claims/losses prior to expiration of coverage and provided that coverage is renewed with Old Republic Aerospace / Old Republic Insurance. ** (Estimated Hull No Claims Bonus under the 2018-19 policy is (\$12,146). Return Premium – to be processed after 11/1/19 , provided coverage renewed with ORA)

4 SPECIAL PROVISIONS	YES/NO
4.1 Carrier providing this quote? Old Republic Insurance Company / Old Republic Aerospace	YES
4.2 Current A.M. Best Rating for Carrier providing Quote? A+ XV	YES
4.3 Does your quote provide Governmental Immunity?	YES
4.4 Does your quote provide Unintentional Failure to Report?	YES
4.5 Does your quote provide Hull War and TRIA coverage?	YES
4.6 Does your quote provide Liability War/Extended Coverage and TRIA?	YES
4.7 Does your quote provide Bail Bonds coverage?	YES
4.8 Does your quote provide Unearned Premium Insurance in the Event of Total Loss?	YES
4.9 Does your quote provide Mutual Aid coverage?	YES
4.10 Does your quote provide Mechanical Breakdown due to Wear and Tear?	NO
4.11 Does your quote cover Conversion, Embezzlement or Secretion?	NO
4.12 Does you quote provide coverage if pilot requirements or approved uses have not been adhered to by the Insured?	NO
4.13 Does your quote provide coverage for the Application of chemicals	NO
4.14 Does your quote provide Pollution coverage except that which arises from an accident? <small>**See Form PA46B, Pollution excluded unless caused by or resulting in a crash fire explosion or collision or a recorded in flight emergency causing abnormal aircraft operations</small>	**
4.15 Does your quote provide unlimited Electronic Date Recognition?	NO
4.16 Does your quote provide a "No Claims Bonus" provision?	YES

Provide any other information you feel is pertinent to the City's decision on this solicitation:

PREMIUM SUMMARY

COVERAGES AND PREMIUMS

Aircraft Physical Damage: Values as shown in aircraft schedule/description of aircraft

Aircraft Liability: Combined Single Limit \$25,000,000² each occurrence bodily injury and property damage including passengers

Description of Aircraft

		<u>Value</u>	<u>Physical Damage Premium</u>	<u>Liability Premium</u>
N6227	2013 Eurocopter AS350B3e	\$3,750,000	\$51,117	\$5,472
N1240W	2001 Eurocopter EC120	\$1,600,000	\$21,793	\$5,472
N21475	1973 Cessna 182P	\$ 68,000	\$ 798	\$2,135
N67662	1994 Bell 206B3	\$ 450,000	\$ 7,262	\$4,780

Premiums shown are annual.

Total Premiums Hull (Phys Dmg) & Liability: \$98,829.

******(Estimated Hull No Claims Bonus under the 2018-19 policy is \$12,146____. Return Premium – to be processed after 11/1/19 , provided coverage renewed with ORA)

Additional Coverages: As outlined in proposal are included

Hull War and TRIA Included

Liability War/Extended Coverage and TRIA included

Note:

1. A 15% no claims bonus will apply on renewal in 2019 with respect to quoted Physical Damage premiums only in the event there are no claims/losses prior to expiration of coverage and provided that coverage is renewed with Old Republic Aerospace / Old Republic Insurance.

² Except Combined Single Limit \$5,000,000 each occurrence bodily injury and property damage including passengers when named student pilots are receiving instruction in the Cessna 182. (Full policy limit applies to Private Pilots or better.)

Exhibit D

City of Austin, Texas
Section 0805
NON-SUSPENSION OR DEBARMENT CERTIFICATION

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Ricardo Zavala/512-974-2988	PM Name/Phone	Leslie Milvo x43245
Sponsor/User Dept.	Human Resources Department	Sponsor Name/Phone	Benny VandenAvond/x3264
Solicitation No	RFP 5800 RJZ3001	Project Name	Aviation Property Insurances
Contract Amount	\$115,000.00	Ad Date (if applicable)	4/8/19
Procurement Type			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input checked="" type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source*			
<input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement			
<input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
Provide Project Description**			
The City is purchasing liability and physical damage coverage on 3 helicopters and one small airplane that are operated by the Austin Police Department.			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
No			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
95313 Aviation Insurance- 100%			
Ricardo Zavala		3/8/2019	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY			
Date Received	3/8/2019	Date Assigned to BDC	3/11/2019
In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals	

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- | | |
|--|---|
| <input type="checkbox"/> Insufficient availability of M/WBEs | <input type="checkbox"/> No availability of M/WBEs |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input checked="" type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source | <input type="checkbox"/> Other |

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

Subcontracting Opportunities Identified *N/A*

John Wesley Smith

John Wesley Smith 03.11.19

SMBR Staff

Signature/ Date

SMBR Director or Designee

Date

3-12-19

Returned to/ Date: